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and Bounia Williams-Pickens

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

TIM BERMEJO, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

TIFFANY AND COMPANY., a New York
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV27417

Honorable Elaine Lu
Department 9

CLASS ACTION

**DECLARATION OF MARIA
HALWADJIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiffs' Notice of Motion and Motion
for Preliminary Approval of Class Action
and PAGA Settlement; Declarations of
Proposed Class Representatives (Tim
Bermejo, Gen Walts, and Bounia
Williams-Pickens); and [Proposed] Order
filed concurrently herewith]

Hearing Date: March 5, 2026
Hearing Time: 8:30 a.m.
Department: 9

Complaint Filed: July 27, 2021
Trial Date: None Set

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiffs Tim Bermejo (“Plaintiff Bermejo”), Gen Walts (“Plaintiff Walts”), and Bounia Williams-Pickens (“Plaintiff Williams-Pickens”) (collectively with Plaintiff Bermejo and Plaintiff Walts, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On May 7, 2021, Plaintiff Bermejo provided written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants Tiffany and Company (“Defendant Tiffany and Company”) and Tiffany and Company U.S. Sales, LLC (“Defendant Tiffany and Company U.S. Sales”) (together with Defendant Tiffany and Company, “Defendants”) of the specific provisions of the California Labor Code that were alleged to be violated (“*Bermejo* PAGA Notice”). Aside from confirmation of receipt of the Bermejo PAGA Notice, the LWDA did not respond to the *Bermejo* PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of the *Bermejo* PAGA Notice.

3. On July 27, 2021, Plaintiff Bermejo filed his Class Action Complaint for Damages in the Los Angeles County Superior Court, thereby commencing the above-captioned lawsuit (“*Bermejo* Class Action”). On the same day, Plaintiff Bermejo filed a representative action under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“PAGA”) in the Los Angeles County Superior Court, Case No. 21VECV00969.

4. On September 29, 2021, Defendant Tiffany and Company filed its Answer to Plaintiff Bermejo’s Class Action Complaint for Damages.

5. On August 8, 2022, Defendant Tiffany and Company filed its Notice of Motion and Motion to Compel Arbitration and Stay Action (“Motion to Compel Arbitration”) in the *Bermejo* Class Action.

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6. On September 19, 2022, Plaintiff Bermejo filed a Request for Dismissal of his PAGA action without prejudice.

7. On October 14, 2022, Plaintiff Bermejo served onto Defendant Tiffany and Company his Notice of Deposition of Defendant's Person Most Knowledgeable and Requests for Production of Documents.

8. On October 17, 2022, Defendant Tiffany and Company served its Response and Objections to Plaintiff Bermejo's Notice of Deposition of Defendant's Person Most Knowledgeable and Requests for Production of Documents.

9. On October 27, 2022, Plaintiff Bermejo filed his Opposition to Defendant's Motion to Compel Arbitration.

10. On November 2, 2022, Defendant Tiffany and Company filed its Reply in Support of Motion to Compel Arbitration.

11. On December 9, 2022, the above-captioned court ("Court") issued a ruling granting Defendant Tiffany and Company's Motion to Compel Arbitration of Plaintiff Bermejo's claims on an individual basis and stayed the *Bermejo* Class Action pending arbitration.

12. On August 18, 2023, Plaintiff Bermejo propounded formal written discovery onto Defendant Tiffany and Company, which included Form Interrogatories – General (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One).

13. On September 19, 2023, Defendant Tiffany and Company served responses to Plaintiff Bermejo's Form Interrogatories – General (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One).

14. On October 17, 2023, Defendant Tiffany and Company served supplemental responses to Plaintiff Bermejo's Form Interrogatories – General (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One).

15. On February 6, 2024, Plaintiff Bermejo filed his Notice of Motion and Motion for Reconsideration of Order Compelling Arbitration of Individual Claims and Staying Class Claims ("Motion for Reconsideration").

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1 16. On February 15, 2024, Defendant Tiffany and Company filed its Opposition to
2 Plaintiff Bermejo’s Motion for Reconsideration.

3 17. On February 21, 2024, Plaintiff Bermejo filed his Reply in Support of Plaintiff’s
4 Motion for Reconsideration.

5 18. On March 7, 2024, the Court issued a ruling granting Plaintiff’s Motion for
6 Reconsideration, and vacated its December 9, 2022 ruling granting Defendant Tiffany and
7 Company’s Motion to Compel Arbitration.

8 19. On March 8, 2024, Plaintiff Bermejo propounded formal written discovery onto
9 Defendant Tiffany and Company, which included Form Interrogatories – General (Set Two),
10 Requests for Production of Documents (Set Two), and Special Interrogatories (Set One and Two).

11 20. On March 20, 2024, Plaintiff Bermejo served his Notice of Deposition of Person
12 Most Knowledgeable at Defendant Tiffany and Company and Requests for Production of
13 Documents (Job Duties and Organizational Structure).

14 21. On March 29, 2024, Defendant Tiffany and Company filed a Notice of Appeal
15 regarding the Court’s order denying Defendant Tiffany and Company’s Motion to Compel
16 Arbitration.

17 22. On April 3, 2024, Defendant Tiffany and Company served its Objections to
18 Plaintiff’s Notice of Taking Deposition of Person Most Qualified at Defendant Tiffany and
19 Company and Responses to requests for Production of Documents (Job Duties and Organizational
20 Structure).

21 23. On April 11, 2024, Defendant Tiffany and Company filed an Amended Notice of
22 Appeal regarding the Court’s order granting Plaintiff Bermejo’s Motion for Reconsideration and
23 its order denying Defendant Tiffany and Company’s Motion to Compel Arbitration.

24 24. On July 8, 2024, Plaintiff Walts provided written notice by certified mail to the
25 LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to
26 be violated (“Walts PAGA Notice”). Aside from confirmation of receipt of the Walts PAGA
27 Notice, the LWDA did not respond to the Walts PAGA Notice. Marked and attached hereto as
28 “**EXHIBIT 2**” is a true and correct copy of the Walts PAGA Notice.

25. On August 22, 2024, Plaintiff Williams-Pickens provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated (“*Williams-Pickens* PAGA Notice”). Aside from confirmation of receipt of the *Williams-Pickens* PAGA Notice, the LWDA did not respond to the *Williams-Pickens* PAGA Notice. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the *Williams-Pickens* PAGA Notice.

26. On September 11, 2024, Plaintiff Walts filed a representative action under PAGA in the Los Angeles County Superior Court, Case No. 24VECV04389 (“*Walts* PAGA Action”).

27. On October 28, 2024, Plaintiff Williams-Pickens filed a representative action under PAGA in the Los Angeles County Superior Court, Case No. 24VECV05319 (“*Williams-Pickens* PAGA Action”) (collectively with the *Bermejo* Class Action and the *Walts* PAGA Action, “Actions”).

28. On November 13, 2024, Defendants filed their Answer to the *Walts* PAGA Action.

29. On December 26, 2024, Defendants filed their Answer to the *Williams-Pickens* PAGA Action.

30. On February 12, 2025, Plaintiff Walts propounded formal written discovery onto Defendants, which included Form Interrogatories – General (Set One), Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One and Two).

31. On March 18, 2025, Defendants filed their Responses to Plaintiff Walts’ Form Interrogatories – General (Set One), Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One and Two).

32. On April 25, 2025, Defendant Tiffany and Company propounded formal written discovery onto Plaintiff Bermejo, which included Requests for production of Documents (Set One), and Special Interrogatories (Set One). On the same day, Defendant Tiffany and Company served its Notice of Taking Plaintiff Tim Bermejo’s Deposition.

33. On May 2, 2025, Plaintiff Williams-Pickens propounded formal written discovery onto Defendants, which included Form Interrogatories – General (Set One), Requests for

1 Admission (Set One), Requests for Production of Documents (Set One), and Special
2 Interrogatories (Set One and Two).

3 34. On May 6, 2025, Plaintiff Walts served their Notice of Deposition of Defendant
4 Tiffany and Company U.S. Sales, LLC's Person Most Knowledgeable and Requests for Production
5 of Documents, and its Notice of Deposition of Defendant Tiffany and Company Person Most
6 Knowledgeable and Requests for Production of Documents.

7 35. On May 14, 2025, Plaintiff Bermejo served an Amended Notice of Deposition of
8 Defendant Tiffany and Company's Person Most Knowledgeable and Requests for Production of
9 Documents.

10 36. On May 21, 2025, the court in the *Walts* PAGA Action deemed the *Walts* PAGA
11 Action and the Williams-Pickens PAGA Action related, and designated the *Walts* PAGA Action as
12 the lead case.

13 37. On June 3, 2025, Defendants served its Responses to Plaintiff Williams-Pickens'
14 Form Interrogatories – General (Set One), Requests for Admission (Set One), Requests for
15 Production of Documents (Set One), and Special Interrogatories (Set One and Two).

16 38. On June 4, 2025, the Court issued an order vacating Plaintiff Bermejo's deadline to
17 file his Motion for Class Certification.

18 39. On June 20, 2025, Defendant Tiffany and Company served its responses to Plaintiff
19 Bermejo's Form Interrogatories – General (Set Two), Requests for Production of Documents (Set
20 Two), and Special Interrogatories (Set One and Two).

21 40. On June 27, 2025, Plaintiff Bermejo served his responses to Defendant Tiffany and
22 Company's Requests for Production of Documents (Set One), and Special Interrogatories (Set
23 One).

24 41. On July 2, 2025, Plaintiff Bermejo propounded formal written discovery onto
25 Defendant Tiffany and Company, which included Requests for Production of Documents (Set
26 Three), and Special Interrogatories (Set Three).

27 42. On July 3, 2025, Plaintiff Walts and Plaintiff Williams-Pickens propounded formal
28 written discovery onto Defendants, which included Requests for Production of Documents (Set

Two), and Special Interrogatories (Set Three).

43. On August 6, 2025, the Parties submitted a Joint Notice of Settlement and Stipulation to Vacate the Informal Discovery Conference. On that same day, the Court issued an order vacating the Informal Discovery Conference.

44. On January 5, 2026, the Parties submitted a Stipulation to Consolidate the Actions in order to effectuate and facilitate the settlement approval process in the above-captioned court.

THE PROPOSED SETTLEMENT

45. Marked and attached hereto as “**EXHIBIT 4**” is a true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other hand (collectively with Plaintiffs, the “Parties”). The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

46. The Settlement provides for a Gross Settlement Amount of \$3,250,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: Class Counsel Fees Payment of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$1,083,333.33) (if the Gross Settlement Amount remains \$3,250,000.00) and Class Counsel Litigation Expenses Payment not to exceed \$45,000.00 to Class Counsel, Class Representative Service Payments each to Plaintiffs of \$15,000.00 (combined total of \$45,000.00), Administration Expenses Payment to the Administrator not to exceed \$30,000.00, and the PAGA Penalties of \$300,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently \$1,746,666.67. Additionally, thirty-five percent (35%) of the PAGA Penalties (i.e., Individual PAGA Payment), which is \$105,000.00 out of \$300,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the Individual PAGA Payment. The Gross

1 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
2 there is no reversion to Defendants.

3 47. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
4 in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$1,083,333.33, if the
5 Gross Settlement Amount remains \$3,250,000.00) and expenses and costs of not more than
6 \$45,000.00, which will be paid out of the Gross Settlement Amount, subject to approval by the
7 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
8 will not receive any compensation until recovery is obtained. A description of the qualifications of
9 Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in
10 this matter can be found in paragraphs 55 through 65, *infra*.

11 48. The Settlement Agreement provides for payment of up to \$15,000.00 each to
12 Plaintiffs (combined total of \$45,000.00) as Class Representative Service Payments, to be paid out
13 of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable
14 time and effort to produce relevant documents and past employment records and to provide the
15 facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available
16 whenever Class Counsel needed them and actively tried to obtain information that would benefit
17 the Class. Accordingly, it is appropriate and just for Plaintiffs to receive Class Representative
18 Service Payments, in addition to their individual settlement payment, for their services on behalf of
19 the Class, Aggrieved Employees, and the State of California.

20 49. The Parties have agreed to retain Phoenix Class Action Administration Solutions,
21 ("Administrator") to handle the notice and settlement administration process. The Parties
22 respectfully request that the Court appoint Phoenix Class Action Administration Solutions to
23 handle these procedures and serve as the Administrator. Defendants will provide the Administrator
24 with the Class Data, and the Administrator will calculate each Class Member's estimated share of
25 the Net Settlement Amount ("Individual Class Payment") and each Aggrieved Employee's
26 estimated *pro rata* share of the thirty-five percent (35%) portion of the PAGA Penalties. The
27 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
28 documents for the Settlement, calculating and distributing payments due under the Settlement,

1 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
2 remittances, providing necessary reports and declarations, transmitting funds representing
3 uncashed checks after the void date to the California Controller's Unclaimed Property Fund in the
4 name of each Class Member and/or Aggrieved Employee to whom the checks were issued, and
5 other duties and responsibilities set forth to process the Settlement, and as requested by the Parties.
6 Administration Expenses Payment are currently estimated not to exceed \$25,000.00 and will be
7 paid out of the Gross Settlement Amount, subject to approval of the Court.

8 50. Under the Settlement Agreement, Defendants are responsible for any employer-side
9 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
10 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's
11 Individual Class Payment will be allocated ten percent (10%) to taxable wages ("Wages Portion")
12 and ninety percent (90%) to interest and penalties ("Non-Wage Portion"). The Administrator will
13 withhold the employee's share of taxes and withholdings with respect to the Wages Portion of the
14 Individual Class Payments.

15 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

16 51. **Ascertainability:** The proposed Class is defined as all current and former non-
17 exempt, hourly-paid employees who worked for Defendants in California any time during the
18 Class Period, which is July 27, 2017 through October 8, 2025 (i.e., ninety (90) days from when the
19 Parties reached a settlement on July 10, 2025).

20 52. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be
21 approximately 1,825 individuals who worked an estimated total of 137,658 Workweeks.

22 53. **Commonality:** Based on investigation and information discovered, Class Counsel
23 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
24 the allegations that Defendants, with respect to Plaintiffs, Class Members, and Aggrieved
25 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
26 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
27 pay, failed to timely pay wages during employment and upon termination of employment, failed to
28 provide compliant wage statements, failed to maintain requisite payroll records, and failed to

1 reimburse necessary business expenses, and thereby engaged in unfair business practices and
2 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
3 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that Class Members were
4 expected to perform similar job duties and were subject to the same or similar operations and
5 employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendants'
6 recordkeeping practices with respect to Plaintiffs, Class Members, and Aggrieved Employees were
7 substantially the same during the time period at issue. As a result of said alleged uniform practices,
8 Plaintiffs claim that the Class Members were not paid all of the compensation that was owed to
9 them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
10 would be determined by Defendants' uniform operations and employment practices, policies, and
11 procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in
12 California during the relevant time period.

13 54. **Adequacy and Typicality:** Plaintiffs undertook the responsibilities of representing
14 a class action against their former employer. Plaintiffs spent considerable time and effort to
15 produce relevant documents and past employment records and to provide the facts and evidence
16 necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel
17 needed them and actively tried to obtain information that would benefit the Class. Plaintiffs have
18 no interests that are adverse to the Class. Plaintiffs were employed by Defendants during the Class
19 Period and subject to the same alleged violations and the same policies, practices, and procedures.
20 Plaintiffs took on the challenge and risk of commencing and maintaining this action, and they have
21 not yet received any monetary benefit for their service to date. Plaintiffs put their own interests
22 aside and brought a publicly filed lawsuit against an employer not just for their own benefit, but,
23 instead, on behalf of other hourly-paid employees and the State of California.

24 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

25 55. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
26 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
27 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
28 the attorney of record in well over a dozen employment-related putative class actions in both state

1 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who
2 focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”)
3 representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the
4 executive, administrative, and other overtime exemptions to the State of California and federal
5 overtime compensation requirements. During a relatively short time, in association with other law
6 firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of
7 individuals in California.

8 56. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
9 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
10 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
11 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
12 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
13 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
14 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
15 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
16 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
17 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
18 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
19 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
20 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
21 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
22 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
23 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
24 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
25 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
26 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
27 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
28 involving the executive, administrative, and other overtime exemptions to the State of California

1 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
2 has successfully obtained class certification by contested motion practice in approximately sixteen
3 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4 57. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
5 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
6 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
7 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
8 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
9 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
10 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth
11 Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all
12 courts of the State of California and all United States District Courts in the State of California. He
13 has worked on many wage-and-hour class action and representative action cases, taking the lead in
14 taking and defending depositions, arguing motions, and attending mediations. He has played an
15 integral role in preparing matters for class certification, including and not limited to, successful
16 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
17 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
18 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
19 RG13680477). Under his supervision, dozens of class action or representative action cases have
20 resulted in settlements that have been granted court approval. He has handled over one hundred
21 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
22 representative action cases which have resulted in settlement.

23 58. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
24 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
25 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
26 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
27 and in New York (since 2013) and she is also admitted to practice in all U.S. District Courts in
28 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme

1 Court. She has taken and defended dozens of depositions and successfully handled motion practice
2 in class action cases regarding discovery (including and not limited to, regarding class contact
3 information), class certification (both contested class certification and stipulated class
4 certification), arbitration agreements, coordination, and intervention. She has successfully handled
5 briefing and oral argument on appeal and obtained notable decisions regarding the Private
6 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., Roberto
7 Betancourt v. Prudential Overall Supply (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert.
8 denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court
9 (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited
10 to working on cases to obtain class certification through contested motion practice and working on
11 cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling
12 and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
13 class consisting of approximately 2,600 individuals). She has extensive experience with class
14 action and/or representative action settlements, and has handled this process in over five hundred
15 (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice,
16 PC has handled the class certification and court approval process for hundreds of class action
17 and/or representative action matters that have successfully resolved. She is a member of the
18 California Employment Lawyers Association and, on several occasions, has been a speaker
19 regarding topics in wage and hour law at the organization's continuing legal education events.

20 59. I am a member of Lawyers for Justice, PC. I received my Bachelor's degree from
21 the University of California, Santa Barbara in 2019, and earned my Juris Doctor degree from
22 Southwestern Law School in 2024. I was admitted to practice law in California in November of
23 2024. From approximately May 2022 to approximately August 2021, I served as a Judicial Extern
24 to the Honorable Andre Birotte Jr. at the United States District Court for the Central District of
25 California. I am admitted to practice before all courts of the State of California and all federal
26 district courts in the State of California. Since joining Lawyers for Justice, PC, I have worked on
27 wage and hour class action and PAGA representative matters. My work has included, inter alia,
28 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and

1 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation
2 and analysis, and making court appearances.

3 **THE SETTLEMENT AND SUMMARY OF WORK PERFORMED**

4 60. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
5 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
6 Aggrieved Employees, and the State of California recover over a reasonably short period of time
7 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
8 result that compares favorably with other similar class action settlements of this type given the
9 strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or
10 costs that would have only increased significantly had the case progressed through certification,
11 trial, and/or appeals.

12 61. Class Counsel has litigated the cases for over four (4) years and was actively
13 preparing the matter for class certification and trial. The Parties have engaged in extensive
14 settlement negotiations and participated in a full-day mediation on April 9, 2025, conducted by the
15 Honorable Raul Ramirez (Ret.), a well-respected mediator experienced in mediating complex labor
16 and employment matters. In the course of the this lawsuit and in connection with the mediation and
17 settlement negotiations, the Parties exchanged extensive information and engaged in discussions
18 regarding their evaluations of the cases and various aspects of the cases, including but not limited
19 to, the risks and delays of further litigation, the law relating to off-the-clock theory, arbitration
20 agreements, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-
21 hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of
22 appeals, among other things. During all settlement discussions, the Parties conducted their
23 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable
24 to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail
25 on the merits, and Plaintiffs and Class Counsel believed that they would be able to prevail at trial.
26 After conducting investigations, formal and informal discovery, exchange of information,
27 extensive settlement negotiations, and with the aid of the mediator’s evaluation, the Parties have
28 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs’

1 principal claims, as well as the costs and risks to both sides that would attend further litigation. The
2 Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs
3 and Participating Class Members, and of the Released PAGA Claims of Plaintiffs and the State of
4 California, with respect to aggrieved employees, Released Parties.

5 62. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
6 and scope of the claims, and was preparing the action for class certification and trial. Plaintiffs
7 conducted significant investigation and formal and informal discovery regarding the facts of the
8 cases, including and not limited to, the exchange, review, and analysis of thousands of pages of
9 documents and data obtained from Defendants, Plaintiffs, and other sources. The volume of data
10 and documents that Class Counsel reviewed and analyzed included and was not limited to:
11 Plaintiffs' and other Class Members' employment records, a detailed sampling of Class Members'
12 time and pay data, Defendants' Employee Handbook, internal memoranda, job descriptions,
13 Defendants' operations and employment practices, company policy acknowledgements (including
14 but not limited to Rate of Pay, Overtime Rate and Designated Payday Terms acknowledgement
15 form), forms (including but not limited to offer letters, Overall Performance Summary) policies
16 and procedures (including but not limited to Dispute Resolution Agreement, Time-Off Policies,
17 Compensation and Hours of Work, Rules at Work, Business Conduct Policy – Worldwide, HR
18 Privacy and Data Production Policy (EU, UK, and Switzerland), EU/Swiss-U.S. Privacy Shield
19 Privacy Policy – Employee Data, Equal Employment Policy, Defendants' Commission Calculation
20 and Advance Agreement, Certificates of Completion regarding Retail Emergency Action Plan,
21 Large Cash Transaction Reporting, Select Financing, US Workplace Harassment Prevention – CA
22 Employees, Personal Protective Equipment, California Meal and Break Policy Training, Incident
23 Reporting and Investigation Training, Dispute Resolution Agreement, among others) among other
24 information and documents. Class Counsel had the opportunity to interview Plaintiffs and other
25 Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and
26 conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the
27 production of documents and data prior to the mediation. Class Counsel drafted Plaintiffs'
28 pleadings and mediation brief and prepared for and attended court proceedings, settlement

1 negotiations, and the mediation, among other tasks.

2 63. Counsel for the Parties have also invested time researching and investigating the
3 applicable law, which is constantly evolving as it relates to certification, representative PAGA
4 claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state wage-
5 and-hour law and enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto,
6 as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is
7 fair, adequate, and reasonable.

8 64. Class Counsel is aware of the defenses and position of Defendants, but believes that
9 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
10 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
11 and the difficulties and delays inherent in such litigation. Plaintiffs further recognize the burdens of
12 proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses,
13 and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel
14 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
15 who is experienced and well-regarded in complex labor and employment matters.

16 65. Defendants, on the other hand, denied and continue to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this
18 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
19 this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
20 have also had the opportunity to interview witnesses and review documents and information
21 relating to Plaintiffs', Class Members', and Aggrieved Employees' employment with Defendants,
22 and Defendants' operations and employment policies, practices, and procedures. The Parties also
23 reviewed and analyzed thousands of pages of documents and data to determine the potential value
24 and strength of the claims. The available information enabled Class Counsel to assess and value
25 the class and PAGA claims and prepare violation, damages, and penalties analyses models.
26 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
27 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
28 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The

Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

66. Plaintiffs' action alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiffs and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiffs further contend that Defendants' aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

67. Based on data provided by Defendants, the total number of Class Members during the period from July 27, 2017 to April 9, 2025 ("relevant time period") was estimated to be approximately 1,825 individuals who worked an estimated total of 137,878.00 workweeks with an average hourly rate of pay of \$22.84.

68. Plaintiffs contended that Defendants required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendants discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiffs contended that Defendants failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted, that Class Members were required to remain on premises during rest breaks, readily available to assist with work tasks, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendants intentionally and willfully failed to pay Plaintiffs and Class Members all wages due to them while they were employed by Defendants, within the time period permissible under

1 California law, and that Defendants failed to pay all wages due upon termination, within the time
2 period permissible under California law, thereby triggering waiting-time penalties under California
3 Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the
4 wage statements provided by Defendants and the payroll records kept by Defendants were
5 inaccurate. Finally, Plaintiffs contended that Defendants failed to reimburse Plaintiffs and the other
6 Class Members for necessary business expenses, including, but not limited to, the costs associated
7 with the usage of personal cell phones and vehicles for work duties, and costs associated with the
8 purchase of uniforms to perform their work duties.

9 69. Class Counsel considered Defendants' arguments, e.g., that the employer's
10 practices, policies, and procedures complied with the law, that Defendants paid Class Members
11 over the California minimum wage for all hours worked, that Defendants correctly paid overtime
12 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
13 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
14 resignation, that Plaintiffs and Class Members suffered no actual injury from the alleged wage
15 statement violations and that this alleged violation and the alleged recordkeeping violation are
16 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
17 employees for necessary business-related expenses exists. Class Counsel also considered the
18 likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code,
19 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
20 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
21 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
22 could be determined that individual liability issues predominate (e.g., due to purported variation in
23 shifts, locations, job duties, and other circumstances which could raise individualized questions of
24 fact) and could pose challenges to certification, manageability, and the merits of Plaintiffs' claims.

25 70. Class Counsel considered information, data, and documents obtained from
26 Plaintiffs, Defendants, and other sources, and created violation, damages, and penalties valuations
27 and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential
28 value of the claims. However, the potential value of each claim assumed an exposure based on the

1 above-captioned action having been certified and Plaintiffs having proven all elements of the
2 claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a
3 representative basis), despite risks associated with obtaining and maintaining certification and
4 demonstrating manageability, risks to establishing liability and any underlying California Labor
5 Code and IWC Wage Order violations and damages, and significant additional costs that would
6 have to be incurred in order to certify the above captioned action and establish liability, damages,
7 and penalties amounts in the cases. Plaintiffs faced the risk of the Court finding that individualized
8 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel
9 disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the
10 circumstances and realities of the cases, applicable case law and regulations, the extensive time
11 and pay records produced by Defendants, the costs and expenses of further litigation and
12 certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel
13 calculated the potential and realistic values of each claim as follows:

- 14 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to
15 be \$14,171,100.84 (137,878 workweeks x 3 hours of unpaid overtime wages x
16 overtime hourly rate of \$34.26, which is based on the average hourly rate of
17 \$22.84). At this juncture, a discount of 45% was applied to account for the risks
18 associated with obtaining and maintaining class certification (bringing the value of
19 this claim closer to \$7,794,105.46), a discount of 60% was applied to account for
20 the risks associated with succeeding on the merits and establishing liability
21 (bringing the value of this claim closer to \$3,117,642.18), and a discount of 75%
22 was applied to account for the risks associated with proving the extent of damages
23 and obtaining an award thereof (bringing the value of this claim closer to
24 \$779,410.55).
- 25 b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to
26 be \$3,149,133.52 (137,878 workweeks x 1 hour of unpaid minimum wages x
27 average hourly rate of \$22.84). At this juncture, a discount of 50% was applied to
28 account for the risks associated with obtaining and maintaining class certification

(bringing the value of this claim closer to \$1,574,566.76, a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$551,098.37), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$110,219.67).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$6,298,267.04 (137,878 workweeks x 1 meal period premium x average hourly rate of \$22.84). At this juncture, a discount of 45% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$3,464,046.87), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,212,416.41), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$303,104.10).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$3,149,133.52 (137,878 workweeks x 1 rest period premiums x average hourly rate of \$22.84). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,574,566.76), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$551,098.37), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$110,219.67).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Based on information and data provided by Defendants, it was estimated that approximately 1,197 Class Members had been terminated during the three-year statute of limitations (i.e., from July 27, 2017). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$6,561,475.20 collectively (1,197 individuals x [30 days x hourly rate of \$22.84 x 8 hours]), or approximately \$5,841.60 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$3,280,737.60), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,148,258.16), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$172,238.72).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$3,840,900.00 ([1202 initial violations x \$50 statutory penalty] + [37,808 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,920,450.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$672,157.50), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$134,431.50).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$965,146.00 (137,878 workweeks x \$7.00 unreimbursed business expenses). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$482,573.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$168,900.55), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$33,780.11).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$2,043,400.00 (1,202 aggrieved employees estimated to have worked during one-year statutory period x \$1,700 civil penalties). At this juncture a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$715,190.00), and a discount of 75% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$178,797.50).

71. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that

1 additional discounts could be made to the risk-adjusted value to account for the costs and expenses
2 associated with further litigation and the present value of obtaining a settlement now as opposed to
3 monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel
4 recognized the circumstances and realities of the case, applicable case law and regulations, and
5 risks to recovery and applied appropriate discounts.

6 72. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
7 in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further
8 submits that the Settlement is within an acceptable range of recovery for this type of litigation
9 given the strengths and weaknesses of the case, the inherent costs and risks of further litigation,
10 and the costs and risks associated with class certification, representative adjudication, trial, and/or
11 appeals.

12 73. I have reviewed the Court's Checklist for Approval of Class Action and/or Private
13 Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith
14 comply with the checklist.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on this 14th day of January 2026, at Glendale, California.

18 

19 _____
20 Maria Halwadjian
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EXHIBIT 1

LAWYERS FOR JUSTICE[®]

May 7, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: TIFFANY AND COMPANY U.S. SALES, LLC; TIFFANY AND COMPANY

Dear Representative:

We have been retained to represent Timothy Bermejo against Tiffany and Company U.S. Sales, LLC, and Tiffany and Company (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "T&C") for violations of California wage-and-hour laws. Mr. Bermejo seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Bermejo seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

T&C employed Mr. Bermejo as an hourly-paid, non-exempt employee from approximately April 2019 to approximately February 2021, in the State of California.

The "aggrieved employees" that Mr. Bermejo may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay/commissions which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, T&C has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 7-2001.

T&C required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, helping customers, responding to work related inquiries, and answering phone calls.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Bermejo and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Bermejo and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, T&C required Mr. Bermejo and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, T&C failed to pay Mr. Bermejo and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, T&C failed to pay Mr. Bermejo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, T&C did not provide Mr. Bermejo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from T&C were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include

the total hours worked by Mr. Bermejo and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Bermejo and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Bermejo and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Bermejo and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Bermejo and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, T&C failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Bermejo and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, T&C did not provide Mr. Bermejo and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, T&C failed to pay Mr. Bermejo and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Bermejo and the other aggrieved employees reported to work and were furnished less than

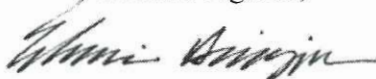
half the usual or scheduled day's work. During the relevant time period, T&C failed to pay Mr. Bermejo and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Bermejo and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Bermejo and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by T&C. These costs include, but are not limited to, the use of personal phones for business-related tasks, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of dress shoes in compliance with the T&C dress code, and the purchasing of supplies, such as pens.

Therefore, on behalf of all aggrieved employees, Mr. Bermejo seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Tiffany and Company U.S. Sales, LLC
Tiffany and Company
c/o C T Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

EXHIBIT 2



July 8, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: TIFFANY AND COMPANY U.S. SALES, LLC; TIFFANY AND COMPANY

Dear Representative:

We have been retained to represent Ms. Gen Walts against Tiffany and Company U.S. Sales, LLC and Tiffany and Company (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Tiffany and Company”) for violations of California wage-and-hour laws. Ms. Walts seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Walts seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tiffany and Company employed Ms. Walts as an hourly-paid, non-exempt employee from approximately September 2021 to approximately July 2023, in the State of California.

The “aggrieved employees” that Ms. Walts may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Tiffany and Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Tiffany and Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in, responding to work-related inquiries and completing COVID screening protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Walts and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Walts and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Tiffany and Company required Ms. Walts and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Tiffany and Company failed to pay Ms. Walts and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Tiffany and Company failed to pay Ms. Walts and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Tiffany and Company did not provide Ms. Walts and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Tiffany and Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Walts and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Walts and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Walts and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Walts and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Walts and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Tiffany and Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Walts and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Tiffany and Company did not provide Ms. Walts and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Tiffany and Company failed to pay Ms. Walts and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Walts and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Tiffany and Company failed to pay Ms. Walts and other aggrieved employees for two (2) hours at the employee's regular rate

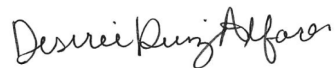
of pay on days in which Ms. Walts and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Walts and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Tiffany and Company. These costs include, but are not limited to, the use of personal phones for work-related tasks and the use of mileage on personal vehicles for work-related tasks.

Therefore, on behalf of all aggrieved employees, Ms. Walts seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Desiree Ruiz Alfaro, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Tiffany and Company U.S. Sales, LLC
c/o C T Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, California 91203

Tiffany and Company
c/o C T Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, California 91203

Tiffany and Company
c/o Adam Y. Siegel
c/o Kishaniah Dhamodaran
JACKSON LEWIS P.C.
Attorneys
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017

Tiffany and Company
c/o Dylan B. Carp
JACKSON LEWIS P.C.
Attorney
50 California Street, 9th Floor
San Francisco, California 94111

EXHIBIT 3

August 22, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: TIFFANY AND COMPANY; TIFFANY AND COMPANY U.S. SALES, LLC

Dear Representative:

We have been retained to represent Ms. Bounia Williams-Pickens against Tiffany and Company and Tiffany and Company U.S. Sales, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Tiffany and Company”) for violations of California wage-and-hour laws. Ms. Williams-Pickens seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Williams-Pickens seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Tiffany and Company employed Ms. Williams-Pickens as an hourly-paid, non-exempt employee from approximately December 2022 to approximately December 2023, in the State of California.

The “aggrieved employees” that Ms. Williams-Pickens may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Tiffany and Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 7-2001.

Tiffany and Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed

to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and responding to work-related inquiries

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Williams-Pickens and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Williams-Pickens and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Tiffany and Company required Ms. Williams-Pickens and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Tiffany and Company also required aggrieved employees to stay on work premises during meal and/or rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Tiffany and Company failed to pay Ms. Williams-Pickens and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Tiffany and Company failed to pay Ms. Williams-Pickens and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Tiffany and Company did not provide Ms. Williams-Pickens and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Tiffany and

Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Williams-Pickens and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Williams-Pickens and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Williams-Pickens and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Williams-Pickens and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Williams-Pickens and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Tiffany and Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Williams-Pickens and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated

against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Tiffany and Company failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Tiffany and Company did not provide Ms. Williams-Pickens and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

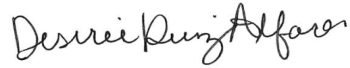
California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Tiffany and Company failed to pay Ms. Williams-Pickens and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Williams-Pickens and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Tiffany and Company failed to pay Ms. Williams-Pickens and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Williams-Pickens and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Williams-Pickens and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Tiffany and Company. These costs include, but are not limited to, the use of personal phones for work-related tasks, the use of mileage on personal vehicles for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Williams-Pickens seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Desiree Ruiz Alfaro, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Tiffany and Company
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd., Suite 700
Glendale, California 91203

Tiffany and Company
c/o Adam Y. Siegel
c/o Kishaniah Dhamodaran
Jackson Lewis P.C.
Attorneys
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017

Tiffany and Company
c/o Dylan Corp
Jackson Lewis P.C.
Attorney
50 California Street, 9th Floor
San Francisco, California 94111

Tiffany and Company U.S. Sales, LLC
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd., Suite 700
Glendale, California 91203

EXHIBIT 4

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Settlement Agreement”, “Settlement”, or “Agreement”) is made by and between Plaintiff Tim Bermejo (“Plaintiff Bermejo”), Plaintiff Gen Walts (“Plaintiff Walts”), and Plaintiff Bounia Williams-Pickens (“Plaintiff Williams-Pickens”) (collectively “Plaintiffs”), individually and on behalf of the other “Class Members” as defined herein, on the one hand, and Defendants Tiffany and Company and Tiffany and Company U.S. Sales, LLC (collectively “Defendants”), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

This Settlement Agreement sets forth the Parties’ class and PAGA representative action settlement to resolve the Actions (as defined below), Plaintiffs’ PAGA Notices (as defined below), and to release the claims as set forth herein.

1. DEFINITIONS.

- 1.1. “Actions” mean the lawsuit entitled *Tim Bermejo vs. Tiffany and Company*, initiated on July 27, 2021 and currently pending in Los Angeles Superior Court, Case No. 21STCV27417 (the “*Bermejo* Class Action”), the lawsuit entitled *Gen Walts vs. Tiffany and Company, et al.*, initiated on September 11, 2024 and currently pending in Los Angeles Superior Court, Case No. 24VECV04389 (the “*Walts* PAGA Action”), and the lawsuit entitled *Bounia Williams-Pickens vs. Tiffany and Company, et al.*, initiated on October 28, 2024 and currently pending in Los Angeles Superior Court, Case No. 24VECV05319 (the “*Williams-Pickens* PAGA Action”). The Parties anticipate filing a joint stipulation to consolidate the Actions and designate the *Bermejo* Class Action as the lead case.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses for administration of the Settlement, in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt, hourly paid employees who worked for Defendants in California at any time during the Class Period.
- 1.6. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reasonable attorneys’ fees for Class Counsel’s litigation and resolution of the Actions.

- 1.8. “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual costs and expenses incurred to prosecute the Actions.
- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s full name, last-known mailing address, Social Security number,, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from July 27, 2017 through October 8, 2025 (i.e., ninety (90) days from when the Parties reached a settlement on July 10, 2025).
- 1.14. “Class Representatives” means Tim Bermejo, Gen Walts, and Bounia Williams-Pickens, the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment(s)” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.16. “Class Settlement” means the settlement and release of the Released Class Claims.
- 1.17. “Court” means the Superior Court of California, County of Los Angeles.
- 1.18. “Defendants” mean Tiffany and Company and Tiffany and Company U.S. Sales, LLC, the named Defendants in the Actions.
- 1.19. “Defense Counsel” means Adam Y. Siegel, Kishaniah Dhamodaran, and Victoria J. Ramirez of Jackson Lewis P.C.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, sixty-five (65) days after the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed or other judicial review is

commenced, ten (10) days after the appellate court affirms the Judgment and issues a remittitur.

- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment.
- 1.24. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “Objection” means a Participating Class Member’s written objection to the Class Settlement which must include: (a) the case name and number of the Class Action; (b) the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; and (c) a written statement of all grounds for the

objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

- 1.32. “Operative Complaint” means the complaints filed in the *Bermejo* Class Action, the *Walts* PAGA Action, and the *Williams-Pickens* PAGA Action.
- 1.33. “PAGA Pay Period” means any pay period that an Aggrieved Employee worked for Defendants within the State of California as a non-exempt, hourly paid employee during the PAGA Period.
- 1.34. “PAGA Period” means the period from July 8, 2023 through October 8, 2025 (i.e., ninety (90) days from when the Parties reached a settlement on July 10, 2025).
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code § 2698. *et seq.*).
- 1.36. “PAGA Notices” means Plaintiff Bermejo’s May 7, 2021 letter (and any amendments or supplements thereto) to Defendant Tiffany and Company and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Walts’ July 8, 2024 letter (and any amendments or supplements thereto) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and Plaintiff Williams-Pickens’ August 22, 2024 letter (and any amendments or supplements thereto) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. “PAGA Penalties” mean the total amount of PAGA civil penalties in the amount of \$300,000.00 to be paid from the Gross Settlement Amount, allocated thirty-five percent (35%) to the Aggrieved Employees (\$105,000.00) and sixty-five percent (65%) to the LWDA (\$195,000.00) in settlement of the PAGA claims.
- 1.38. “PAGA Settlement” means the settlement and release of the Released PAGA Claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. “Plaintiffs” means Tim Bermejo, Gen Walts, and Bounia Williams-Pickens, the named Plaintiffs in the Actions.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action and Approval of PAGA Settlement.
- 1.43. “Released Class Claims” mean the claims being released as described in Paragraph 5.2 below.
- 1.44. “Released PAGA Claims” mean the claims being released as described in Paragraph 5.3 below.

- 1.45. “Released Parties” mean Defendants, and any of their past, present and/or future directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, joint venturers, and any individual or entity which could be liable for any of the Released Class Claims, and/or Released PAGA Claims, respectively, and Defendants’ counsel of record in the Actions.
- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Class Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the Response Deadline has expired.
- 1.48. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.49. “Workweek” means any week that a Class Member worked for Defendants within the State of California as a non-exempt, hourly paid employee during the Class Period.

2. RECITALS.

- 2.1. On May 7, 2021, Plaintiff Bermejo provided notice by electronic upload to the LWDA and written notice by certified mail to Defendant Tiffany and Company of his intent to pursue civil penalties under PAGA for Defendant Tiffany and Company’s alleged violations of the California Labor Code.
- 2.2. On July 27, 2021, Plaintiff Bermejo commenced the *Bermejo* Class Action by filing a Class Action Complaint for Damages in Los Angeles County Superior Court, Case No. 21STCV27417, alleging causes of action against Defendant Tiffany and Company for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wage; (5) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Provide Complete and Accurate Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Failure to Reimburse Employees for Business Expenses and (10) Unfair Business Practices.
- 2.3. On July 8, 2024, Plaintiff Walts provided notice by electronic upload to the LWDA and written notice by certified mail to Defendants of her intent to pursue civil penalties under PAGA for Defendants’ alleged violations of the California Labor Code.

- 2.4. On August 22, 2024, Plaintiff Williams-Pickens provided notice by electronic upload to the LWDA and written notice by certified mail to Defendants of her intent to pursue civil penalties under PAGA for Defendants' alleged violations of the California Labor Code.
- 2.5. On September 11, 2024, Plaintiff Walts commenced the *Walts* PAGA Action by filing a representative action against Defendants in Los Angeles County Superior Court, Case No. 24VEEC04389, alleging a claim for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (Labor Code §2698 *et. seq.*).
- 2.6. On October 8, 2024, Plaintiff Williams-Pickens commenced the *Williams-Pickens* PAGA Action by filing a representative action against Defendants in Los Angeles County Superior Court, Case No. 24VECV05319, alleging a claim for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (Labor Code §2698 *et. seq.*).
- 2.7. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.8. On April 9, 2025, the Parties participated in an all-day mediation presided over by Honorable Raul Ramirez (Ret.), which, after on-going settlement negotiations, led to this Agreement to settle the Actions.
- 2.9. Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of Class Members' time and payroll records, Plaintiffs' time and payroll records, information related to class size and composition, as well as Defendants' written wage and hour policies and practices. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10. The Court has not granted class certification.
- 2.11. Related Claims. On May 21, 2025, the *Walts* PAGA Action and the *Williams-Pickens* PAGA Action were deemed related within the meaning of California Rules of Court, rule 3.3000(a), and the *Walts* PAGA Action was designated the lead case. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action, asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Three Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$3,250,000.00) and no more as the Gross Settlement Amount pursuant to Paragraph 4.3 below, and to separately pay Defendants' share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating

Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to each Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will allocate the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their individual Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3), which is currently estimated to be One Million Eighty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$1,083,333.33) and a Class Counsel Litigation Expenses Payment of not more than Forty-Five Thousand Dollars (\$45,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Final Approval, or alternatively, by way of separate motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. With respect to the Class Counsel Fees Payment, the Administrator may purchase annuities to utilize United States Treasuries and

bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles is excluded from the Gross Settlement Amount and shall be paid separately by Class Counsel and shall not be included in the Administration Expenses Payment.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$30,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$30,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Three Hundred Thousand Dollars (\$300,000.00) to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$195,000.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$105,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$105,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, as of April 9, 2025, Defendants estimate there are 1,825 Class Members who collectively worked a total of 137,658 Workweeks and 554 Aggrieved Employees who worked a total 11,320 PAGA Pay Periods (i.e., as of the date the Parties participated in mediation).
- 4.2. Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of employer payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fully fund the Gross Settlement Amount plus Defendants' share of employer payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, and including those for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within five (5) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the California Controller's Unclaimed Property Fund shall be paid from the Gross Settlement Amount and will be identified by the Settlement Administrator prior to the initial distribution of funds.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, each Plaintiff, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but not limited to: any and all claims, known and unknown, asserted and not asserted, which the Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement ("Plaintiffs' Release"). The Plaintiffs' Released Claims include, but are not limited to, all of the Released Class Claims and the Released PAGA Claims described in Sections 5.2 and 5.3 below, and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs each acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

5.2. Released Class Claims by Participating Class Members: All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and accurate wage statements;

(h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses and costs; (j) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (k) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims and allegations asserted in the Operative Complaint, the PAGA Notices provided on behalf of Plaintiffs to the LWDA and Defendants, and ascertained in the course of the Actions, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendants bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1. No Potential Conflicts with Administrator. Defendants and Defense Counsel are not aware of any potential conflicts of interest with the Administrator.
- 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendants, or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and

competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaint in the Actions (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payments to be issued to Aggrieved Employees, sending notices, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendants comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendants' employer payroll taxes owed on the Wage Portions of the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments,

IRS Forms 1099 for the Non-Wage Portions of the Individual Class Payments, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. The Qualified Settlement Fund shall be established upon Preliminary Approval of the Settlement by the Court.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties

agree, the Parties will submit a stipulation to the Court reflecting this agreement and, upon Court approval thereof, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fifteen (15) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline. Aggrieved Employees are prohibited from requesting exclusion from the PAGA Settlement or the Released PAGA Claims.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional (fifteen) 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7. Objections to Settlement.
- 7.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-mailed).
- 7.7.3. Non-Participating Class Members have no right to object to the Class Settlement.
- 7.7.4. Non-Participating Class Members who are Aggrieved Employees may not object to the PAGA Settlement.
- 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.
- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who

have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on their records, Defendants estimate that there are 1,825 Class Members who worked a total of 137,878 Workweeks and there are 554 Aggrieved Employees who worked a total of 11,390 PAGA Pay Periods for the period of July 27, 2017 to April 9, 2025 (i.e., as of the date the Parties participated

in mediation). If the actual number of Workweeks for Class Members is greater than 10% of this estimate (i.e., the Workweeks exceed 151,667), then Defendants have the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above the 10% threshold (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendants' discretion in order to limit the covered workweeks to no more than 10% more than the estimate provided (i.e., to the last date on which the Workweeks do not exceed 151,667) in lieu of paying an increase to the Gross Settlement Amount ("Alternate End Date").

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than five (5) business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement

administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If the Judgment is appealed, the Parties' obligations to perform under this Agreement, including payment of the Gross Settlement Amount and all employer payroll taxes, will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will

not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Released Parties, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Nothing in this Agreement is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.
- 12.3. No Publicization of Settlement. Plaintiffs and Class Counsel agree not to issue a press release or otherwise disclose the Settlement including its terms, contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means that Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity, concerning the Settlement (as listed above), except as may be contractually required to effectuate the terms of this Agreement. For the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions, Plaintiffs' Counsel may disclose the name of the Parties in this action, the case number, and the venue of this action (but not any other settlement details) for such purposes. Plaintiffs and Class Counsel agree that, if they are contacted regarding this Action, they will only state that the Action exists and has been resolved. This provision is not intended to, and does not, limit Class Counsel from responding to questions from and providing advice to the Class Members regarding the Settlement after Preliminary Approval.

- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arby Aiwezian, Esq.
Joanna Ghosh, Esq.
Brian St. John, Esq.
Maria Halwadjian, Esq.
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, CA 91203

To Defendants:

Adam Y. Siegel, Esq.
Kishaniah Dhamodaran, Esq.
Victoria J. Ramirez, Esq.
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-5408

- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

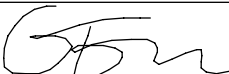
DATED: _____

PLAINTIFF TIM BERMEJO

Tim Bermejo,
Individually and as Class Representative

DATED: 01/14/2026 _____

PLAINTIFF GEN WALTS

Electronically Signed: 2026-01-14 00:40:52 UTC - 49.130.129.40
Hintex AssureSign®  97758dba-26f3-4775-9a1a-b3d2000a0c12

Gen Walts,
Individually and as Class Representative

DATED: _____

PLAINTIFF BOUNIA WILLIAMS-PICKENS

Bounia Williams-Pickens
Individually and as Class Representative

[additional signatures on the following page]

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: _____

PLAINTIFF TIM BERMEJO

Tim Bermejo,
Individually and as Class Representative

DATED: _____

PLAINTIFF GEN WALTZ

Gen Walts,
Individually and as Class Representative

DATED: 1/13/2026

PLAINTIFF BOUNIA WILLIAMS-PICKENS

Electronically Signed 2026-01-14 02:07:41 UTC - 73.158.66.146
Nintex AssistSign Bounia Williams-Pickens, [Signature]
86356681-404c-461f-b13a-63d2000a9021

Bounia Williams-Pickens
Individually and as Class Representative

[additional signatures on the following page]

DATED: _____

DEFENDANTS TIFFANY AND COMPANY AND
TIFFANY AND COMPANY U.S. SALES, LLC

By:
Title:

APPROVED AS TO FORM:

DATED: January 14, 2026

LAWYERS FOR JUSTICE, PC



Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian St. John, Esq.
Maria Halwadjian, Esq.

Counsel for Plaintiffs Tim Bermejo, Gen Walts, and
Bounia Williams-Pickens

DATED: _____

JACKSON LEWIS P.C.

Adam Y. Siegel, Esq.
Kishaniah Dhamodaran, Esq.
Victoria J. Ramirez, Esq.

Counsel for Defendants Tiffany and Company and
Tiffany and Company U.S. Sales, LLC

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Tim Bermejo v. Tiffany and Company

Los Angeles Superior Court Case No.: 21STCV27417

Walts v. Tiffany and Company U.S. Sales, LLC, et al.

Los Angeles Superior Court Case No.: 24ECV04389

Williams-Pickens v. Tiffany and Company, et al.

Los Angeles Superior Court Case NO.: 24VECV05319

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits ("Actions") against Tiffany and Company and Tiffany and Company U.S. Sales, LLC ("Defendants") for alleged wage and hour violations. The Actions were filed by Tim Bermejo, Gen Walts, and Bounia Williams-Pickens ("Plaintiffs") and seek payment of (1) monetary relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendants within the State of California at any time during the Class Period of July 27, 2017 through October 8, 2025 ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendants within the State of California during the PAGA Period of July 8, 2023 through October 8, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period**. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys

(“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period as described above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert wage claims during the Class Period and penalty claims during the PAGA Period against Defendants.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion notifying the Administrator of your request to be excluded. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue wage claims during the Class Period against Defendants. You cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is [REDACTED].	If you don’t want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt out (“Participating Class Members”) can object to the class portion of the proposed Settlement.

to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by [REDACTED].	The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. You cannot object to the PAGA portion of the proposed Settlement, even if you choose to object to the class portion of the proposed Settlement.
You Can Participate in the [REDACTED] Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the class portion of the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by [REDACTED].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendants. The Actions accuse Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Actions: Lawyers *for* Justice, P.C. (“Class Counsel”). Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants are represented by attorneys in the Actions: Jackson Lewis P.C. (“Defense Counsel”).

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an

effort to resolve the Actions by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- (1) Defendants Will Pay \$3,250,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval and it is not appealed, Defendants will fund the Gross Settlement not more than seventy-nine (79) days after the entry of the final approval order.
- (2) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a) Up to \$1,083,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$45,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Actions without payment.
 - b) Up to \$15,000.00 to each named plaintiff as Class Representative Service Payments for filing the Actions, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - c) Up to \$30,000.00 to the Administrator for services administering the Settlement.
 - d) Up to \$300,000.00 for PAGA Penalties, allocated sixty-five percent (65%) to the LWDA PAGA Payment and thirty-five percent (35%) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions, except the amount allocated as PAGA Penalties. The Court will consider all objections.

- (3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- (4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages (“Wage Portion”) and ninety percent (90%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- (5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).
- (6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (i.e., Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA claims alleged in the Actions.

- (7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- (8) Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Class Notice.
- (9) Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the “Released Class Claims” released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their related entities based on the Class claims alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following “Released Class Claims”:

All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Actions that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum and straight time wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and accurate wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses and costs; (j) all

claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (k) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for Plaintiffs' Release by Plaintiffs and Released PAGA Claims being released by Aggrieved Employees, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendants, and each of their former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, joint ventures, and any individual or entity which could be liable for any of the Released Class Claims and/or Released PAGA Claims, respectively, and Defendants' counsel of record in the Actions.

The Operative Complaint means the complaints filed by Plaintiffs in their respective actions.

- (10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA claims alleged in the Actions and resolved by this Settlement.

The Aggrieved Employees will be bound by the release of the following "Released PAGA Claims":

All Aggrieved Employees, regardless of whether they submit a valid request for exclusion from the Class Settlement, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the facts and claims asserted in the Operative Complaint in the Actions, the PAGA notices provided on behalf of Plaintiffs to the LWDA and Defendants, and ascertained in the course of the Actions, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiffs, the

Aggrieved Employees, and the State of California, and shall entitle Defendants bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- (1) Individual Class Payments. The “Net Settlement Amount” is calculated by deducting from the Gross Settlement the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- (2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the thirty-five percent (35%) share of the PAGA Penalties (\$105,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- (3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records are stated in the first page of this Class Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section 9 of this Class Notice has the Administrator’s contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- (1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

- (2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, the last four digits of your social security number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Actions as *Tim Bermejo v. Tiffany and Company, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Class Notice has the Administrator's contact information.** Remember, you cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the _____ **Final Approval Hearing**, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website: <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions *Tim Bermejo v. Tiffany and Company, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Class Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information (<http://www.lacourt.org/casesummary/ui/index.aspx>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Court's website at <http://www.lacourt.org/casesummary/ui/index.aspx>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Actions, 22STCV19234. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling [insert number].

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

Name of Company

Email Address

Mailing Address

Telephone

Attorneys for the Plaintiffs and Settlement Class Members:

Arby Aiwarzian, Esq.

Joanna Ghosh, Esq.

Brian St. John, Esq.

Maria Halwadjina, Esq.

LAWYERS for JUSTICE, PC

450 N. Brand Blvd., Suite 900
Glendale, CA 91203
Telephone No.: (818) 265-1020
Fax No.: (818) 265-1021

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR
DEFENDANTS WITH INQUIRIES.**

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.