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**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

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

1 This matter has come before the Honorable Elaine Lu in Department 9 of the Superior
2 Court of the State of California, for the County of Los Angeles, on March 5, 2026, at 8:30 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiffs Time Bermejo, Gen Walts, and Bounia Williams-
5 Pickens (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated and
6 aggrieved employees and Jackson Lewis P.C. appears as counsel for Defendants Tiffany and
7 Company and Tiffany and Company U.S. Sales, LLC (together "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Class Notice ("Settlement," "Agreement," or "Settlement Agreement"), attached
14 as "**EXHIBIT 4**" to the Declaration of Maria Halwadjian in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payments, PAGA Penalties, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
7 and preliminarily finds that the monetary settlement awards made available to the Class Members
8 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former non-exempt, hourly paid employees who worked for
22 Defendants in California at any time during the Class Period. "Class Period" is
23 defined as 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).

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian St. John,
25 and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiffs Tim Bermejo, Gen Walts, and Bounia
27 Williams-Pickens as the Class Representatives.

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1 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
2 (“Phoenix”) to handle the administration of the Settlement (“Administrator”).

3 10. Not later than fifteen (15) business days after entry of the Court grants Preliminary
4 Approval of the Settlement, Defendants shall provide the Administrator, in the form of a Microsoft
5 Excel spreadsheet, with the following information about each Class Member: full name, last-
6 known mailing address, Social Security number, and number of Class Period Workweeks during
7 the Class Period, and PAGA Pay Periods during the PAGA Period (collectively referred to as the
8 “Class Data”) in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the Court Approved Notice of
10 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
11 hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set
12 forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform
13 the Class Members of all material elements of the Settlement, of Class Members’ right to be
14 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and
15 Aggrieved Employees’ right to challenge the Workweeks and/or the PAGA Pay Periods credited
16 to each of them, and of each Participating Class Member’s right and opportunity to object to the
17 Class Settlement. The Court further finds that distribution of the Class Notice substantially in the
18 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
19 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
21 Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days of
22 received the Class Data from Defendants, pursuant to the terms set forth in the Settlement
23 Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
27 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class Notice
28 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be

1 extended by fifteen (15) calendar days from the date of the Response Deadline. Any Class Member
2 who submits a Request for Exclusion from the Class Settlement will not be a Participating Class
3 Member and will not have any right to object, appeal, or comment on the Class Settlement. Class
4 Members who submit a timely and valid Request for Exclusion by the Response Deadline will not
5 be bound by the terms of this Agreement, any Court order approving the terms of the Class
6 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
7 will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt
8 out of the Class Settlement.

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in
11 Department 9 of the Superior Court of California for the County of Los Angeles, located at 312
12 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
13 the Settlement, including: whether the proposed settlement of the action on the terms and
14 conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
15 approved by the Court; whether a judgment, as provided in the Settlement, should be entered
16 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
17 adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether
18 to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment, and Administration Expenses Payment.

20 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
21 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
22 Service Payments, PAGA Penalties, and Administration Expenses Payment, along with the
23 appropriate declarations and supporting evidence, including the Administrator's declaration, by
24 _____, to be heard at the Final
25 Approval Hearing.

26 15. Only Class Members who do not request exclusion from the Class Settlement may
27 object to the Class Settlement by submitting an Objection to the Administrator prior to the
28 Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless

1 of whether they submitted a written Objection. The Objection must be signed by the Participating
2 Class Member and contain all information required by this Settlement Agreement. A Participating
3 Class Member who does not object prior to or at the Final Approval Hearing will be deemed to
4 have waived any objections and will be foreclosed from making any objections (whether at the
5 Final Approval Hearing, by appeal or otherwise) to the Settlement.

6 16. The Settlement is not a concession or admission and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
9 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any document, statement, proceeding or conduct related to the
11 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
12 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
13 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
14 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
15 to establish the existence of any condition constituting a violation of, or a non-compliance with
16 state, federal, local or other applicable law, except for legal proceedings concerning the
17 implementation, interpretation, or enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By: _____

The Honorable Elaine Lu
Judge of the Superior Court

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.