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

VERONICA CUSIMANO, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

BRILLIANT EARTH, LLC, a Delaware
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No: 22SMCV02621

*Assigned to the Hon. Edward B. Moreton, Jr.,
Dept. 205*

CLASS ACTION

**DECLARATION OF ERIC A. GROVER
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT**

Date: July 28, 2026
Time: 8:30 a.m.
Dept: 205

Complaint Filed: December 8, 2022
FAC Filed: December 8, 2025
Trial Date: TBD

Reservation ID: 635264219399

I, ERIC A. GROVER, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a partner in the law firm Keller Grover LLP, counsel for Plaintiff Veronica Cusimano, and proposed Class Counsel in this action. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently to the facts set forth below.

Class Counsel's Experience:

2. Between September 1988 and October 2005, I was first an associate and then a shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States specializing in labor and employment law. During my 17 years at Littler, I practiced extensively in all areas of labor and employment law, including wage and hour law and class action defense. I also have extensive litigation experience, including numerous arbitrations and trying several cases to verdict in state and federal courts.

3. While at Littler, I worked on many class action matters. The following is a list of various class action matters for which I was the lead or co-lead defense attorney:

- a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide uniforms.);
- b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent contractor vs. employee status, overtime, minimum wage and expense reimbursement claims.);
- c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County) (Overtime, minimum wage, expense reimbursement and waiting time penalties.);
- d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager misclassification.);
- e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime, minimum wage and waiting time penalties.);
- f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time penalties.);
- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);

- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Cusimano v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al.*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*,
Alameda County Superior Court Case No. RG 05-237683;

- 1 m. *Fleming v. Dollar Tree Stores, Inc.*,
2 United States District Court, Northern District of California,
3 Case No. C06-cv-03409;
- 4 n. *Corrado v. Valero Services, Inc.*,
5 Alameda County Superior Court Case No. RG 07-322134;
- 6 o. *Stenroos v. Core-Mark International, Inc.*,
7 San Mateo County Superior Court Case No. CIV 451198;
- 8 p. *Ford v. Pilot Travel Centers LLC*,
9 United States District Court, Northern District of California,
10 Case No. C-07-cv-02715;
- 11 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
12 United States District Court, Eastern District of California
13 Case No. EDCV 07-00695;
- 14 r. *Brior v. AE Retail West LLC*,
15 San Francisco County Superior Court Case No. CGC 06-455422;
- 16 s. *Moore v. Genesco, Inc. et al.*,
17 Alameda County Case No. RG 06-270570;
- 18 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
19 San Francisco County Superior Court Case No. CGC 08-427014;
- 20 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren*
21 *Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 22 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services*
23 *LLC*, United States District Court, Central District of California, Case No. 2:07-
24 cv-00001;
- 25 w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
26 San Francisco County Superior Court Case No. CGC 08-478372;
- 27 x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
28 San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*,
United States District Court, Northern District of California, Case No. 07-cv-
00539;
- z. *Payan et al. v. MetroPCS, Inc.*,
San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;

- 1 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
San Francisco County Superior Court Case No. CGC 09-490181;
- 2 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
San Francisco County Superior Court Case No. CGC 09-493709;
- 3 gg. *Lim-Hui v. Carter’s Retail, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484456;
- 4 hh. *Sefton v. OshKosh B’Gosh, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484496;
- 5 ii. *Murphy v. Check n’ Go of California, Inc.*,
San Francisco County Superior Court Case No. CGC 06-449394;
- 6 jj. *Wireless Advocates Wage and Hour Cases*,
Los Angeles County Superior Court Case No. JCCP 4600;
- 7 kk. *Matrix Service Wage and Hour Cases*,
Alameda County Superior Court Case No. JCCP 4610;
- 8 ll. *Sullivan v. Kelly Services, Inc.*,
United States District Court, Northern District of California
Case No. 08-cv-3893;
- 9 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
San Francisco County Superior Court Case No. CGC 10-501832;
- 10 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
Alameda County Case No. RG 10-501301;
- 11 oo. *Jordan v. Directory Distributing Associates, Inc.*,
San Francisco County Superior Court Case No. CGC 10-500633;
- 12 pp. *Martin v. Total Safety U.S., Inc.*,
Alameda County Superior Court Case No. RG 10-533750;
- 13 qq. *Placer Title Company Wage and Hour Cases*,
Sacramento County Superior Court Case No. JCCP 4567;
- 14 rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
- 15 ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- 16 tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- 17 uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- 18 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;
- 19 ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;
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- 1 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.,*
2 San Bernardino County Superior Court Case No. CIVVS900679;
- 3 yy. *Hernandez v. Bodell Construction Company,*
4 Alameda County Superior Court Case No. RG12-624600;
- 5 zz. *Gilliam v. Matrix Energy Services, Inc.,*
6 Alameda County Superior Court Case No. RG11-592345;
- 7 aaa. *Tate v. Wyatt Field Services Co.,*
8 Alameda County Superior Court Case No. RG 10-522846;
- 9 bbb. *Becerra, et al. v. RadioShack Corporation,*
10 United States District Court, Northern District of California,
11 Case No. C-11-cv-03586;
- 12 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.,*
13 Contra Costa County Superior Court Case No. MSC12-00340;
- 14 ddd. *Betten and Lafa v. Diamond Wireless, LLC,*
15 United States District Court, Central District of California,
16 Case No. 2:13-cv-02885;
- 17 eee. *Martin v. AltairStrickland LLC,*
18 Alameda County Superior Court Case No. RG11 575618;
- 19 fff. *Miller v. Southwest Airlines Co.,*
20 United States District Court, Northern District of California,
21 Case No. C-12-cv-5978;
- 22 ggg. *Nguyen v. Equilon Enterprises LLC,*
23 United States District Court, Northern District of California,
24 Case No. 4:12-cv-04650;
- 25 hhh. *Saunders v. StubHub Inc.,*
26 San Francisco County Superior Court Case No. CGC-12-517707;
- 27 iii. *Oregel v. PacPizza, LLC,*
28 Contra Costa County Superior Court Case No. MSC12-01454;
- 29 jjj. *Torres, et al. v. San Joaquin Community Hospital,*
30 JAMS Case No. 1220043288;
- 31 kkk. *Hulsey v. San Joaquin Community Hospital,*
32 JAMS Case No. 1210030884;
- 33 lll. *DeLeon, et al. v. NCR Corp.,*
34 San Bernardino County Superior Court Case No. CIVDS1403274;
- 35 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.,*
36 Los Angeles County Superior Court Case No. BC470522;
- 37 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.,*
38 Contra Costa County Superior Court Case No. C11-0969;
- 39 ooo. *Clothier v. SPAR Marketing Services, Inc.,*
40 Alameda County Superior Court Case No. RG12-639317;

- 1 ppp. *St. Joseph Health System Medical Information Cases,*
2 Orange County Superior Court JCCP Case No. 4716;
- 3 qq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
4 Alameda County Superior Court Case No. RG14-712100;
- 5 rrr. *Miller v. Hitachi America, Ltd.,*
6 San Mateo County Superior Court Case No. CIV 526430;
- 7 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
8 San Francisco County Superior Court Case No. CGC-13-532872;
- 9 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
10 United States District Court, Northern District of California,
11 Case No. 3:12-cv-04818.
- 12 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
13 United States District Court, Northern District of California,
14 Case No. 12-cv-04818;
- 15 vvv. *Wheelock v. Hyundai,*
16 Orange County Superior Court, Case No. 30-2011-00522293;
- 17 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
18 United States District Court, Northern District of California,
19 Case No. 5:12-cv-05083;
- 20 xxx. *Castillo, et al. v. Seagate Technology LLC,*
21 United States District Court, Northern District of California
22 Case No. 3:16-cv-01958;
- 23 yyy. *Halkola v. Fisher, Sand & Gravel Co.,*
24 Alameda County Superior Court, Case No. RG17844100;
- 25 zzz. *Ashlock, et al. v. Sunrun, Inc., et al.*
26 San Francisco County Superior Court CGC-17-557027;
- 27 aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
28 San Bernardino County Superior Court Case No. CIVDS1712220;
- 29 bbbb. *Matthews v. eHealthinsurance Services, Inc.,*
30 Santa Clara County Superior Court Case No. 17CV305656;
- 31 cccc. *Crowley, et al. v. Central Transport LLC,*
32 San Bernardino Case No. CIVDS1604546;
- 33 dddd. *Alfinito v. Loop Transportation,*
34 San Francisco County Superior Court Case No. CGC-17-556677;
- 35 eeee. *Rabanal v. P.F. Chang's China Bistro, et al,*
36 Alameda County Case No. RG17851208;
- 37 ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
38 San Bernardino County Case No. CIVDS1809416;
- 39 gggg. *Duke v. Jacobs Engineering Group Inc., et al.,*
40 San Bernardino Superior Court Case No. CIVDS1703459;

- 1 hhhh. *O’Leary v. Youngevity International, Inc.*,
San Diego County Superior Court Case No. 37-2017-00045550;
- 2
- 3 iiiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V.*, et al.,
Napa County Superior Court Case No. 19CV000373;
- 4 jjjj. *Docter v. Accor Management US Inc.*,
San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 5 kkkk. *Clothier v Spar Group, Inc.*,
Alameda County Superior Court Case No. RG18926494;
- 6
- 7 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*,
Sacramento County Superior Court Case No. 34-2019-00252683;
- 8 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*,
Alameda County Superior Court Case No. RG19001392;
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- 10 nnnn. *Casarez v. Chemtrade West US LLC*,
Alameda County Superior Court Case No. RG19008007;
- 11 oooo. *Butler v. Apple Inc.*,
Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 12 pppp. *Gomez v. Pinnacle Workforce Logistics*,
San Bernardino County Superior Court Case No. CIVDS1804163;
- 13
- 14 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*,
San Diego County Superior Court Case No. 37-2015-00025968;
- 15 rrrr. *Madrid, et al. v. Golden Valley Health Centers*,
Merced County Superior Court Case. No. 20Cv-01484;
- 16
- 17 ssss. *Curtis v. Aegis Treatment Centers, LLC*,
Shasta County Superior Court Case No. 193712;
- 18 tttt. *Millay v. Napaidence OPCO, LLC*,
Napa County Superior Court Case. No. 19CV001903;
- 19
- 20 uuuu. *Gutierrez v. Brand Energy of California, Inc.*,
Alameda County Superior Court Case No. RG17846239;
- 21 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*,
United States District Court, Northern District of California
Case No. 4:21-cv-0188;
- 22
- 23 wwww. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
Alameda County Superior Court Case No. RG20054385;
- 24 xxxx. *Clark-Alonso v. Southwest Airlines Co.*,
Merced County Superior Court Case No. 21 CV-02475
- 25
- 26 yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.*,
Alameda County Superior Court Case No. RG20054385;
- 27 zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership*,
United States District Court, Northern District of California
Case No. 4:20-cv-08347;
- 28

- 1 aaaaa. *Harrington v. Forbes Security, Inc.,*
2 San Francisco County Superior Court Case No. CGC-20-584155;
- 3 bbbbbb. *Hernandez v. Chino Commercial Bank,*
4 San Bernardino County Superior Court Case No. CIVDS1922849;
- 5 ccccc. *Ellis v. Harder Mechanical Contractors, Inc.,*
6 United States District Court, Northern District of California Case No. 21-cv-
7 00844;
- 8 ddddd. *Harrington v. Creative Security Company, Inc.,*
9 Alameda County Superior Court Case No. RG21095377;
- 10 eeeeee. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
11 Los Angeles County Superior Court Case No. 20STCV03569
- 12 fffff. *Macomber v. Dermalogica, LLC,*
13 San Diego County Superior Court Case No: 37-2020-00020451;
- 14 ggggg. *Alvarez, et al. v. Autozone, Inc.,*
15 San Bernardino Superior Court Case No. CIVDS1416344;
- 16 hhhhh. *Walter v. Farfetch.com US, LLC,*
17 Orange County Superior Court Case No. 30-2020-01139875;
- 18 iiiiii. *Cascade Drilling Wage and Hour Cases,*
19 Alameda County Superior Court Case No. RG21090743;
- 20 jjjjj. *Bush, et al. v. Dutch Bros., LLC,*
21 Merced County Superior Court, Case No. 22CV-01415;
- 22 kkkkk. *Hernandez v. Automated Harvesting, LLC,*
23 Monterey County Superior Court, Case No. 22CV002717;
- 24 lllll. *Audycki v. Stanford Healthcare, a Corporation,*
25 Santa Clara County Superior Court Case No. 19CV347173;
- 26 mmmmm. *Collins v. National Insurance Inspection Services, Inc.,*
27 Los Angeles County Superior Court Case No. 20STCV15619;
- 28 nnnnn. *Avalos v. AxleHire, Inc.,*
 Alameda County Superior Court Case No. 22CV020643;
- ooooo. *Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
 Ventura County Superior Court Case No. 2023CUBT01235;
- ppppp. *McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509;
- qqqqq. *Ellis, et al. v. ARB, Inc.,*
 Contra Costa County Superior Court Case No. C 20-02183;
- rrrrr. *Delgado v. Avalon-Villa Health Care, LLC,*
 Los Angeles County Superior Court Case No. 23STCV15615;
- sssss. *Perez Ruiz v. Boise Cascade Company,*
 Alameda County Superior Court Case No. 24CV069044;
- ttttt. *Cole v. Xerox Corporation,*

Merced County Superior Court Case No. 24CV06565;

uuuuu. *Diaz v. SOS International LLC*,
Alameda County Superior Court Case No. 24CV069862; and

vvvvv. *Clarke v. Davita Medical Management, LLC, et al.*,
Los Angeles Superior Court Case No. 20STCV32416.

Factual and Procedural Background:

5. A true and correct copy of the Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Stipulation”) entered into by Plaintiff and Brilliant Earth, LLC (“Defendant”) (collectively, the “Parties”) is attached hereto as **Exhibit A**. The Stipulation is discussed below.

6. On December 8, 2022, Plaintiff filed the initial complaint in Los Angeles County Superior Court alleging PAGA claims on behalf of all aggrieved employees based on Defendant’s alleged failure to properly compute bonuses into employees’ regular rate of pay, which led to the failure to pay meal and rest period premiums, overtime wages, and sick pay wages at the correct rates, failure to authorize and permit meal and rest periods, failure to provide accurate wage statements, failure to pay final pay within required time frames, and did not reimburse employees’ necessary business expenses. Plaintiff filed the initial Complaint without alleging class action claims due to an apparent arbitration agreement between Defendant and its employees that precluded class claims.

7. Plaintiff propounded discovery on January 26, 2023. Defendant responded on March 2, 2023, asserting numerous objections, including that it filed a motion to compel arbitration as described below.

8. On February 10, 2023, Defendant filed a petition to compel arbitration of Plaintiff’s individual PAGA claims. The Court denied Defendant’s motion on April 27, 2023. Addressing Defendant’s appeal, the Court of Appeal determined that the arbitration agreement included an unenforceable waiver of non-individual PAGA claims that could not be severed, which rendered the entire arbitration agreement unenforceable.

9. After the appellate court issued its decision in February 24, 2025, the Parties stipulated that Plaintiff would file an amended complaint to add the putative class claims. With the

1 Court's approval, Plaintiff filed the First Amended Complaint on December 8, 2025, adding class
2 claims on behalf of Plaintiff and a putative class of approximately 195 non-exempt employees who
3 work or worked for Defendant in California. Plaintiff alleged that Defendant's practices violated
4 Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 1194, and 2802 and related provisions of
5 Industrial Welfare Commission Wage Order No. 7 and Business & Professions Code §§ 17200, *et*
6 *seq.* A true and correct copy of the operative First Amended Complaint is attached hereto as
7 **Exhibit B.**

8 10. Defendant denies all the allegations in their entirety. To date, no class has been
9 certified and no court has made any findings that Defendant engaged in any wrongdoing or in any
10 wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation,
11 with respect to the issues presented in the litigation.

12 11. After stipulating that Plaintiff would file the FAC adding class claims, the Parties
13 decided to explore the possibility of settlement. Plaintiff provided Defendant with a detailed
14 information request in response to which Defendant provided information and documents
15 necessary for Plaintiff to engage in settlement discussions.

16 12. At the time the final settlement was reached, Defendant had provided relevant
17 documents and information, including:

- 18 (A) The number of Class Members:
 - 19 o There are approximately 195 Class Members.
- 20 (B) The total work weeks worked by Class Members:
 - 21 o Class Members worked a total of approximately 6,828 Qualified
22 Workweeks during the Class Period.
- 23 (C) Class Members' average hourly wage:
 - 24 o Class Members were hourly employees and the average hourly
25 wage during the Class Period was approximately \$22.00.
- 26 (D) The total pay periods during the PAGA Period:
 - 27 o Aggrieved Employees worked a total of approximately 3,414
28 Qualified Pay Periods during the PAGA Period.

13. On November 13, 2025, the Parties participated in an all-day mediation session
with skilled mediator Hon. Angela Bradstreet, Ret., who has significant experience mediating

1 wage and hour class actions. The mediated negotiations resulted in the parties reaching an
2 agreement to settle the entire action, subject to the Court’s approval. All terms of the parties’
3 settlement are set forth in the Stipulation.

4 14. The Parties agreed that, for purposes of settlement only, to the following class
5 definition: “All current and former non-exempt employees who worked for Defendant in
6 California at any time or times during the Class Period.”

7 15. The Class Period is the period from and including March 13, 2021, through
8 November 13, 2025. The members of the proposed Class are referred to as the “Class Members”
9 in this declaration.

10 16. For the PAGA claims, the Parties agreed that “Aggrieved Employees” to mean “all
11 current and former non-exempt employees who worked for Defendant in California at any time or
12 times during the PAGA Period.” The PAGA Period is the period from and including August 29,
13 2021, through November 13, 2025. All Aggrieved Employees are also Class Members unless they
14 opt-out of participation in the class action portion of the Settlement.

15 **Class Counsel’s Assessment of the Fairness of the Settlement:**

16 17. Based on my years of experience and my own independent investigation and
17 evaluation, I believe settlement for the consideration and on the terms set forth in the Stipulation
18 is fair, reasonable, and adequate and it is in the best interests of the settlement class considering
19 all known facts and circumstances and the expenses and risks inherent in litigation. I am familiar
20 with many class action settlements involving employment issues and have a strong understanding
21 of the trends in the value of settlements. I have also personally settled multiple class action cases
22 involving the calculation of employee pay rates, allegedly unpaid minimum and overtime wages,
23 unpaid meal and rest break premiums, inaccurate wage statement and unreimbursed business
24 expenses, including those that also alleged related PAGA claims. Based on that knowledge, I am
25 of the opinion the settlement is fair, reasonable and adequate and is in the best interests of the Class
26 Members.

27 18. The following is an explanation of the best-case scenario for recovery in this case
28 based on the assumptions below that were derived from the information provided by Defendant

and speaking with several putative class members:

Assumptions Used:

- 195 total Class Members
- 6,828 total weeks worked by Class Members during the Class Period
- \$22.00 average hourly wage during the Class Period
- Class Members worked approximately 750 pay periods during the Labor Code § 226 liability period
- 148 Class Members are “former employees” for Labor Code § 203 waiting time penalty purposes
- 3,414 total pay periods worked by Aggrieved Employees during the PAGA Liability Period

Damage Calculations Based on Assumptions:

- Unpaid Wages based on regular rate issues \$3,656.25 (\$18.75 x one hour per employee)
 - Waiting Time Penalties -- \$781,440
 - The waiting time penalty for each Class Member who is a former employee of Defendant would be \$5,280 (\$22.00/hour x 8 hours x 30 days). There are 148 former employee Class Members.
- Missed Meal Periods – approximately \$300,432 [\$22.00/hour x 2 violations per week x. 6,828 (assuming two violations per workweek)]
- Missed Rest Breaks – approximately \$300,432 [\$22.00/hour x 2 violations per week x. 6,828 workweeks (assuming two violations per week)]
- LC 2802 Reimbursement – approximately \$9,750 [\$50.00 per Class Member x 195 Class Members]
- LC 226 Penalty -- approximately \$750,000 [approximately 750 pay periods during liability period x \$100 per pay period]
- The above damages total \$2,145,710.25.

Damage Calculation for PAGA Penalties:

- Potential PAGA penalties could add another \$341,400 in statutory damages at \$100 per Qualified Pay Period.¹

¹ As addressed below, courts have wide latitude in assessing PAGA penalties.

19. The strongest claims are the missed meal and rest break claims. However, Defendant has asserted numerous defenses. Thus, although the maximum theoretical damages exceed the Maximum Settlement Amount, Defendant's defenses warrant a substantial discount. Defendant disputes Plaintiff's ability to certify the class. If Defendant succeeded in defeating a class certification motion, it is unlikely that many Class Members would pursue individual claims. Defendant also contends that it had a legal meal and rest period policy, a legal expense reimbursement policy, and asserts that Plaintiff would not be able to certify the class. Defendant also disagrees with Plaintiff's assertion that it failed to properly blend non-discretionary bonuses when calculating the regular rate in order to calculate the proper overtime rate. Defendant also contends that the non-discretionary bonuses were limited, including a one-time sign-on bonus. Thus, any violations based on failure to properly take into account non-discretionary bonus payments when calculating the regular rate would also be limited as any violation would have to occur in the first pay period worked by a Class Member.

20. The settlement provides that Defendant will pay a Maximum Settlement Amount ("MSA") of \$182,000, plus the employer-side payroll taxes, to resolve the claims covered by the settlement. There is no reversion of the MSA to Defendant.

21. After subtracting out the amounts allocated to pay the costs of administration (capped at no more than \$6,000), the PAGA Payment (\$15,000), the Class Counsel Award (estimated to be \$60,666.66 in fees and actual out-of-pocket costs currently estimated to be no more than \$15,000), and the Class Representative's Incentive Award/General Release Payment (estimated to be \$5,000), all of which are subject to the Court's approval, the Net Settlement Amount ("NSA") is estimated to be \$80,833.34. The NSA will be distributed to all Settlement Class Members, defined as all Class Members who do not timely opt out, based on the formula set forth in the Stipulation and summarized below. On average, each of the 195 Class Members will receive a gross settlement payment of \$414.52 (\$80,833.34/195).

22. Not surprisingly, Defendant has raised what it considers to be substantial defenses to Plaintiff's class claims. Defendant asserts that it has always complied with the California Labor Code, the California Wage Orders, and all applicable California state law.

23. Further, recent California Supreme Court case law has interpreted the “good faith” defense in a manner that makes it more difficult for employees to obtain certain penalties, including Labor Code §§ 203 waiting time and 226(e)(1) penalties.² *Naranjo II* found that, if an employer who reasonably believes that its conduct was lawful, it will not be subject to penalties that are intended to deter willful or intentional misconduct.³ In other words, *Naranjo II* approved a relatively low bar for establishing a good faith defense to avoid Labor Code §§ 203 and 226(e)(1) penalties.⁴

24. Class Counsel is of the opinion that Plaintiff would be able to establish Defendant’s class-wide liability at trial. However, taking Defendant’s proposed defenses into account, Class Counsel believes the proposed allocations of the NSA to be fair and reasonable.

25. The settlement is a good compromise for the damages of absent Class Members. The settlement provides that the estimated Net Settlement Amount of \$80,833.34 will be distributed on a pro-rata basis based on the number of Qualified Workweeks worked by each Class Member during the Class Period.

26. The settlement provides that \$15,000 of the MSA will be allocated to the settlement of the PAGA claims. Of that amount, the settlement provides that 75%, or \$11,250, will be paid to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code and 25% – or \$3,750– will be allocated to the Aggrieved Employees. Class Members who fall within the “Aggrieved Employee” definition will receive an Individual PAGA Payment.

27. Again, Defendant has raised what it considers to be substantial defenses to Plaintiff’s claims. Also, Defendant has argued that, even if Plaintiff succeeds, it will be able to

² *Naranjo v. Spectrum Sec. Serv., Inc.* (2024) 15 Cal.5th 1056, 1077-81 (“*Naranjo II*”). Although the Court addressed whether a good faith defense exists for the “knowing and intentional” requirement for Labor Code § 226(e)(1) penalties, the Court did so by analyzing the “willfulness” requirement for Labor Code § 203 penalties, finding the two should be harmonized. *Id.*

³ *Id.* at 1077-81.

⁴ *Id.* at 1078 (“[s]o long as no other evidence suggests the employer acted in bad faith, presentation of a good faith defense, based in law or fact, will negate a finding of willfulness,” quoting *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1204 and citing other cases).

convince the court to reduce the amount of PAGA penalties awarded, which Plaintiff recognizes is a substantial risk. Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial. In setting the penalties to be assessed, courts have wide latitude.⁵ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Thurman v Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1119, 1135 (2012), *disapproved on other grounds* in *ZB, N.A. v Superior Court*, 8 Cal. 5th 175, 196 n.8 (2019) (of \$512,000 PAGA penalties requested, the court awarded \$358,588);
- *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 U.S. Dist. LEXIS 83677, at *51-52 (N.D. Cal. June 15, 2012) (of \$3,334,942 PAGA penalties requested, the court ordered a \$2,764,896 default judgment after jury dismissed);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593

⁵ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

(Sept. 13, 2017) (no PAGA penalties awarded);

- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.* (N.D. Cal. 2019 384 F. Supp. 3d 1058, 1073, 1080, 1101, 1103-04, 1111), vacated in part, reversed in part, and remanded in part by *Magadia v. Wal-Mart Assocs.*, 999 F.3d 668, 671 (9th Cir. 2021) (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

28. The Stipulation provides all Class Members with the opportunity to request exclusion from the settlement or to object to the settlement terms. Class Members will have until the Response Deadline to opt out or object, which is 60 calendar days after the Settlement Administrator first mails the Notice of Class Settlement ("Notice").

29. Settlement Class Members, *i.e.*, those Class Members who do not opt out of the settlement, are not required to submit a claim to receive an Individual Settlement Payment.

1 30. Each Settlement Class Member will be assigned a share calculated by dividing his
2 or her total number of Qualified Workweeks by the total number of Qualified Workweeks for the
3 entire Settlement Class, which is that person's Payment Ratio. The Payment Ratio then will be
4 multiplied by the NSA to determine that Settlement Class Member's Individual Settlement
5 Payment, except that no gross Individual Settlement Payment will be less than \$25.

6 31. If no Class Member opts out, the average Individual Settlement Payment will be
7 approximately \$414.52 (\$80,833.34/195 Class Members). For the reasons explained above,
8 including the various defenses and other risks of litigation, the proposed settlement amount is
9 reasonable under the circumstances.

10 32. The Stipulation provides that the portion of the PAGA Payment allocated to
11 Aggrieved Employees will be distributed in Individual PAGA Payments to each Aggrieved
12 Employee. Using the Aggrieved Employee Data that Defendant will provide, the Settlement
13 Administrator will calculate the total Qualified Pay Periods for all Aggrieved Employees. The
14 respective Qualified Pay Periods for each Aggrieved Employee will be divided by the total
15 Qualified Pay Periods for all Aggrieved Employees, resulting in the Payment Ratio for each
16 Aggrieved Employee. Each Aggrieved Employee's Payment Ratio will then be multiplied by the
17 \$3,750 portion of the PAGA Payment allocated for distribution to the Aggrieved Employees to
18 calculate each Aggrieved Employee's Individual PAGA Payment.

19 33. The settlement provides that the Settlement Class Members will provide a limited
20 release, the scope of which is narrowly tailored to the claims asserted in the operative FAC filed
21 in this action and factual or legal theories that reasonably could have been alleged based on the
22 facts and legal theories contained in the operative Complaint. The release is also temporally
23 limited to the Class Period.

24 34. The settlement provides a separate PAGA Release through which the named
25 Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of
26 California Executive Branch Agency, releases the Released Parties of and from any and all claims
27 for civil penalties, attorneys' fees, and litigation costs under PAGA, as alleged in the operative
28 Complaint for the PAGA Period (the "PAGA Released Claims"). No individual Class Members

or Aggrieved Employees are providing a PAGA Release.⁶

35. The settlement provides the proposed Class Representative, Plaintiff Cusimano, with a reasonable service payment for the risks she took and the time and effort she expended in coming forward to provide invaluable information in support of the claims alleged in the FAC.

36. The settlement also provides a fair notice procedure that ensures the highest number of Class Members will receive the Notice. The proposed Notice explains in plain language the nature of the lawsuit, terms of the settlement, Class Members' rights, the number of Qualified Workweeks and Qualified Pay Periods the specific Class Member worked, expected Individual Settlement Payment that each Class Member can expect to receive, and the steps necessary to request exclusion from or object to the settlement. *See* Stipulation Exhibit 1.

37. The settlement provides that a Class Member who disagrees with the stated number of Qualified Workweeks on his or her Notice may submit a dispute to the Settlement Administrator by the Response Deadline.

38. Also, although "PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action,"⁷ the Notice will inform Settlement Class Members and Aggrieved Employees of the PAGA Settlement and the amount of the Individual PAGA Payment the Aggrieved Employee can expect to receive. *See* Stipulation Exhibit 1.

39. My firm conducted an extensive investigation of the factual allegations involved in this case. We reviewed relevant information and documents produced through formal and informal discovery prior to reaching a settlement. As part of the settlement negotiations, we participated in formal mediation with an experienced mediator and engaged in meaningful discussions with Defendant's counsel.

40. I believe the settlement amount for each Settlement Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk relative to class certification

⁶ As part of the final approval process, Plaintiff will seek the Court's approval of the PAGA portion of the Settlement, including the \$15,000 PAGA Payment, the distribution plan for the PAGA Payment and the PAGA Release.

⁷ *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122.

1 and the costs of pursuing such litigation. The settlement is the result of extensive arms-length
2 negotiations.

3 41. Fairness of the settlement is further demonstrated by the uncertainty and risks to
4 Plaintiff and the Class Members involved in not prevailing on the class claims. Defendant
5 adamantly disputes Plaintiff's ability to certify the class and to prove that Defendant is liable to
6 the Class Members for any of the claims at issue in this case. Were a class not certified, it is
7 unlikely that any putative Class Members would maintain individual actions against Defendant.

8 **Suitability of the Settlement Class for Certification**

9 42. To date, no class has been certified. The Stipulation reached among the Parties
10 contains a provision pursuant to which we stipulate to the Court's provisional certification of the
11 settlement Class but do so for purposes of this settlement only.

12 43. As proposed Class Counsel, I believe that Plaintiff could successfully prove that
13 this action meets the requirements of class certification; however, I understand that Defendant's
14 counsel disagrees.

15 44. The proposed settlement Class is ascertainable. The Class definition, the total size
16 of the Class and the means for identifying the members of the Class determine whether the Class
17 is ascertainable. In this case, the members of the proposed settlement Class are identifiable from
18 Defendant's records. Further, the size of the proposed Class is sufficiently numerous to warrant
19 certification. According to Defendant's records, there are approximately 195 proposed Class
20 Members.

21 45. Plaintiff contends that the proposed Class Members' claims all stem from a
22 common set of circumstances. All Class Members have worked or work as non-exempt employees
23 for Defendant in California during the relevant time period. Plaintiff contends that all Class
24 Members were subject to Defendant's uniform practices and policies regarding the computation
25 of bonuses into employees' regular rate of pay and related calculations of rates for meal and rest
26 period premiums, overtime wages, and sick pay wages. Plaintiff also contends that all Class
27 Members were subject to Defendant's uniform practices and policies regarding the provision of
28 meal periods and rest breaks, wage statements, termination pay and expense reimbursement.

Those uniform policies and practices are at the core of Plaintiff's allegations that Defendant violated the Labor Code and create questions of law and fact common to all Class Members. All the Class Members seek the same legal remedies under the same state laws. Common questions regarding Defendant's pay, meal and rest break, wage statement and expense reimbursement policies and practices are among the key issues that will determine Defendant's alleged liability to the proposed settlement Class. Plaintiff contends that common questions will predominate over any individual questions that may arise. Under these circumstances, the requirements that common questions of law and/or fact exist among the proposed Class Members and will predominate over individual questions are satisfied for purposes of certifying the Class for settlement.

46. Plaintiff Cusimano, the proposed Class Representative, contends that Plaintiff contends that she, like all Class Members, worked for Defendant as a non-exempt employee in California during the Class Period. Like all Class Members, Plaintiff was subject to Defendant's uniform policies and practices referenced above. Thus, Plaintiff's claims and the Class Members' claims arise from the same course of conduct.

47. Plaintiff also has demonstrated that she will aggressively and competently assert the interests of the Class Members. Plaintiff has retained competent counsel experienced in litigating class action claims in the wage and hour context.

The Proposed Class Representative Incentive Award/General Release Payment:

48. It is appropriate to recognize the contribution of Plaintiff Cusimano in prosecuting this litigation. I believe it is fair and reasonable that Plaintiff receive a \$5,000 incentive award. Plaintiff Cusimano is the proposed Class Representative for the putative class members and she actively and aggressively represented them during this litigation. Plaintiff has been essential elements in the successful prosecution and ultimate settlement of this case and was always available to provide her input on the litigation, gather evidence, and provide other information that proved critical to the prosecution. The proposed enhancement is fair given the amount of time and effort Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure she faced because of filing this lawsuit against her former employer. In addition, Plaintiff Cusimano will provide a general release of her claims against Defendant, which is much broader

1 than the limited release that will apply to the Settlement Class Members. Plaintiff Cusimano will
2 provide a declaration outlining her efforts on behalf of the Class Members as part of the final
3 approval process.

4 **Residual Funds:**

5 49. Settlement checks mailed out to Settlement Class Members shall be valid for 120
6 calendar days from the date of issuance. The settlement provides that, after the check void date,
7 the Settlement Administrator will send any funds from uncashed checks to Legal Aid at Work.
8 Legal Aid at Work provides pro bono representation in various areas including workers' rights.
9 See <https://legalaidatwork.org/>.

10 **Overlapping Cases:**

11 50. To my knowledge, there are no related pending cases that will be affected by this
12 settlement.

13 **Tax Treatment:**

14 51. The Stipulation provides that the Individual Settlement Payments to be paid to
15 Settlement Class Members are seventy-five percent (75%) as payment for alleged unpaid interest,
16 alleged unpaid business expense reimbursement, and alleged unpaid statutory penalties; and 2)
17 twenty-five percent (25%) as wages. For tax purposes, Individual PAGA Payments shall be
18 allocated and treated as 100% penalties. The Settlement Administrator will be responsible for
19 issuing and mailing all required IRS Form 1099s.

20 **Settlement Administration:**

21 52. The parties have agreed to propose Phoenix Settlement Administrators to serve as
22 Settlement Administrator for the Settlement. Phoenix Settlement Administrators is an experienced
23 settlement administration firm.

24 **Attorneys' Fees and Costs:**

25 53. Counsel understands that if preliminary approval is granted, the Court will not take
26 up the issue of attorneys' fees until the final approval hearing. Should preliminary approval be
27 granted, Counsel will provide information regarding the hours spent and costs incurred litigating
28 this case with Plaintiff's application for final approval.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, and that this Declaration was executed on this 4th day of June 2026
3 at San Francisco, California.



ERIC A. GROVER

EXHIBIT A

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Attorneys for Defendant Brilliant Earth, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

VERONICA CUSIMANO, on behalf of
herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

BRILLIANT EARTH, LLC, a Delaware
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No. 22SMCV02621

CLASS ACTION

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Veronica Cusimano ("Plaintiff"),
2 individually and on behalf of the Settlement Class, and Defendant Brilliant Earth, LLC
3 ("Defendant"), and subject to approval by the Court, that the Action is hereby compromised and
4 settled under the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action
5 Settlement and Release of Claims ("Stipulation") and that the Court shall make and enter
6 judgment subject to the definitions, recitals, and terms set forth in this Stipulation.

7 **I. DEFINITIONS**

8 The following defined terms used in this Stipulation and any exhibits hereto will have the
9 meanings given them below.

- 10 A. "Action" shall mean the civil action entitled *Veronica Cusimano v. Brilliant Earth, LLC*,
11 Los Angeles County Superior Court Case No. 22SMCV02621 filed on December 8, 2022.
- 12 B. "Agreement" or "Settlement Agreement" or "Stipulation" means this Joint Stipulation of
13 Class and PAGA Action Settlement and Release of Claims.
- 14 C. "Aggrieved Employees" means all current and former non-exempt employees who worked
15 for Defendant in California at any time or times during the PAGA Period. All individual
16 Aggrieved Employees are also Class Members, unless they opt-out of participation in the
17 class action portion of the Settlement.
- 18 D. "Aggrieved Employee Data" means information regarding Aggrieved Employees that
19 Defendant will compile from its available existing records and provide to the Settlement
20 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all
21 the following information: (i) each Aggrieved Employee's full name; (ii) each Aggrieved
22 Employee's last-known address; (iii) each Aggrieved Employee's Social Security Number;
23 and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA
24 Period.
- 25 E. "Class Counsel" means the attorneys of record for the Class Representative and Class
26 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
27 Street, San Francisco, California 94103.
- 28

- 1 F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. "Class Data" means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member's full name; (ii) each Class Member's last-known
8 address; (iii) each Class Member's Social Security Number; and (iv) the number of weeks
9 worked by each Class Member during the Class Period.
- 10 H. "Class Members" means all current and former non-exempt employees who worked for
11 Defendant in California at any time or times during the Class Period. An individual Class
12 Member also may be an Aggrieved Employee if he or she falls within the "Aggrieved
13 Employee" definition.
- 14 I. "Class Period" shall mean the time period from and including March 13, 2021, through
15 November 13, 2025.
- 16 J. "Class Representative Incentive Award/General Release Payment" means the amount that
17 the Court authorizes to be paid to the Plaintiff from the Maximum Settlement Amount, in
18 addition to the Plaintiff's Individual Settlement Payment and Individual PAGA Payment,
19 in recognition of her effort and risk in assisting with the prosecution of the Action.
- 20 K. "Class Representative" means the Plaintiff Veronica Cusimano.
- 21 L. "Complaint" means the First Amended Class and Representative Action Complaint filed
22 on December 8, 2025.
- 23 M. "Court" means the Los Angeles County Superior Court.
- 24 N. "Defendant" means Brilliant Earth, LLC.
- 25 O. "Defense Counsel" means James Smith, Esq. and Kevin L. Quan, Esq. of Kilpatrick
26 Townend & Stockton LLP, Two Embarcadero Center # 1900, San Francisco, California
27 94111.
- 28

- 1 P. "Effective Date" shall be the date the Court enters a Final Approval Order and judgment
2 approving the Settlement.
- 3 Q. "Final Approval Hearing" shall mean the hearing on a motion for Final Approval,
4 scheduled and conducted pursuant to California Rules of Court Rule 3.769.
- 5 R. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 6 S. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee
7 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
8 Payment and an Individual PAGA Payment will receive one check incorporating both
9 amounts.
- 10 T. "Individual Settlement Payment" means the amount payable from the Net Settlement
11 Amount to each Settlement Class Member. An individual who is entitled to both an
12 Individual Settlement Payment and an Individual PAGA Payment will receive one check
13 incorporating both amounts.
- 14 U. "Judgment" means a Judgment of the Court in accordance with California Rules of Court
15 Rule 3.769(h).
- 16 V. "LWDA" means the California Labor & Workforce Development Agency.
- 17 W. "LWDA Payment" means the 75% of the \$15,000 PAGA Payment (i.e., \$11,250) that will
18 be paid to the LWDA pursuant to PAGA.
- 19 X. "Maximum Settlement Amount" means \$182,000, which includes all payments to
20 Settlement Class members, payment of the Class Counsel Award, payment of the Class
21 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
22 payment to the Settlement Administrator for settlement administration expenses. The
23 Maximum Settlement Amount does not include employer-side payroll taxes, which shall
24 be paid by Defendant separate from, and in addition to, the Maximum Settlement Amount.
25 This is an all-in and non-reversionary Settlement. Other than as provided in Paragraph
26 III.M.2.(a)(3), in no event shall Defendant be liable for more than the Maximum
27 Settlement Amount of \$182,000 (plus the employer-side payroll taxes) under this
28 Agreement.

1 Y. "Net Settlement Amount" means the amount that remains after deducting the Class
2 Representative Incentive Award/General Release Payment (estimated to be \$5,000), the
3 Class Counsel Award (estimated to be \$60,666.66 in fees and no more than \$15,000 in
4 costs), the PAGA Payment (\$15,000), and the Settlement Administration Costs (capped at
5 \$6,000) from the Maximum Settlement Amount, resulting in a Net Settlement Amount of
6 an estimated \$80,833.34.

7 Z. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to
8 the notice attached to this Stipulation as **Exhibit 1**.

9 AA. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor
10 Code §§ 2698, *et seq.*

11 BB. "PAGA Payment" means the \$15,000 portion of the Maximum Settlement Amount that is
12 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$3,750) of
13 which will be paid to the Aggrieved Employees and 75% (\$11,250) of which will be paid
14 to the LWDA.

15 CC. "PAGA Period" means the period from and including August 29, 2021 through November
16 13, 2025.

17 DD. "PAGA Released Claims" means any and all claims for civil penalties under PAGA based
18 on the Labor Code violations alleged in the PAGA notice sent by Plaintiff to the LWDA
19 on or about August 29, 2022 and the operative Complaint for violations allegedly suffered
20 by an Aggrieved Employee during the PAGA Period (i.e. Labor Code §§ 201, 202, 203,
21 226, 226.7, 246, 510, 512, 1194, and 2802) as well as all facts, theories, or claims for civil
22 penalties that would be considered administratively exhausted under applicable law by the
23 PAGA notice Plaintiff sent to the LWDA.

24 EE. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
25 Plaintiff or Defendant, individually.

26 FF. "Payment Ratio – Aggrieved Employee" means the respective number of Qualified Pay
27 Periods for each Aggrieved Employee divided by the total number of Qualified Pay
28 Periods for all Aggrieved Employees.

1 GG. "Payment Ratio – Class Member" means the respective number of Qualified Workweeks
2 worked by an individual Settlement Class Member who does not opt-out of the class action
3 portion of the Settlement divided by the total number of Qualified Workweeks worked by
4 all Settlement Class Members who do not opt-out of the class action portion of the
5 Settlement.

6 HH. "Plaintiff" shall mean the named Plaintiff Veronica Cusimano.

7 II. "Preliminary Approval Date" means the date on which the Court enters an order granting
8 preliminary approval of the Settlement.

9 JJ. "Preliminary Approval Order" means an order granting preliminary approval of the
10 Settlement.

11 KK. "Qualified Pay Periods" means and includes any and all pay periods (as reflected in
12 Defendant's records) during which one or more Aggrieved Employees performed work for
13 Defendant in California during the PAGA Period.

14 LL. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set
15 up by the Settlement Administrator and into which the Maximum Settlement Amount shall
16 be deposited and from which disbursements shall be made.

17 MM. "Qualified Workweeks" means and includes any weeks during which Class Members
18 performed work for Defendant in California during the Class Period (as reflected in
19 Defendant's records of each Class Member's dates of employment and pay records).

20 NN. "Released Claims" means and includes all any and all causes of action, claims, rights,
21 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties
22 arising between March 13, 2021 and November 13, 2025, inclusive, under state, federal,
23 or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in
24 the Complaint (i.e., Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 1194, and
25 2802 and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of
26 these Labor Code provisions) and all other potential claims reasonably related to or arising
27 out of the same set of facts pleaded in the Complaint, such as those under the California
28

1 Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of
2 the Released Claims shall be for the entirety of the Class Period.

3 OO. "Released Parties" shall mean Defendant Brilliant Earth, LLC and all of its parent
4 companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its
5 or their shareholders, officers, directors, employees, agents, principals, representatives,
6 attorneys, accountants, partners, investors, administrators, insurers, predecessors,
7 successors and assigns, and any individual or entity that could be liable for any of the
8 Released Claims.

9 PP. "Response Deadline" means the date 60 calendar days after the Settlement Administrator
10 first mails the Notice of Class and PAGA Action Settlement to Class Members and is the
11 last date on which Class Members may submit Requests for Exclusion or a Notice of
12 Objection to the Settlement. Class Members may only submit Requests for Exclusion with
13 respect to the class action component of this Settlement. Aggrieved Employees shall have
14 no right to opt out of the PAGA portion of the Settlement.

15 QQ. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 RR. "Settlement Administrator" means Phoenix Settlement Administrators.

17 SS. "Settlement Class Members" means all Class Members who do not submit a valid Request
18 for Exclusion. All Settlement Class Members will automatically receive an Individual
19 Settlement Payment without the need to submit a claim form. Settlement Class Members
20 will release all of the Released Claims and be bound by all terms of the Settlement and any
21 final judgment entered in this Action.

22 II. RECITALS

23 A. Class Certification. The Parties stipulate and agree to certification for purposes of this
24 Settlement only. This Agreement is subject to approval by the Court and is made for the
25 sole purpose of consummating settlement of the Action. Should the Settlement not become
26 final and effective as provided herein, class certification shall immediately be set aside and
27 the Settlement Class immediately decertified, subject to further proceedings on the motion
28 of any party to certify or deny certification thereafter. The Parties' willingness to stipulate

1 to class certification as part of the Settlement shall have no bearing on, and shall not be
2 admissible in or considered in connection with, the issue of whether a class should be
3 certified in a non-settlement context in this Action and shall have no bearing on, and shall
4 not be admissible or considered in connection with, the issue of whether a class should be
5 certified in any other lawsuit.

6 B. Settlement Negotiations. The Parties participated in a private mediation session with
7 respected mediator, the Honorable Angela Bradstreet (Ret.), and engaged in good faith,
8 arms-length settlement negotiations. As part of the process, the Parties exchanged the
9 information necessary to engage in productive settlement negotiations. The negotiations
10 resulted in the Settlement described in this Stipulation to resolve this Action in its entirety.

11 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
12 recognize the expense and length of continued proceedings that would be necessary to
13 litigate their disputes through trial and through any possible appeals. Plaintiff also has
14 taken into account the uncertainty and risks regarding the outcome of further litigation and
15 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
16 are aware of the burdens of proof necessary to establish liability for the claims asserted in
17 the Action, both generally and in response to Defendant's defenses thereto, and the
18 difficulties in establishing damages and civil penalties for the Class Members and
19 Aggrieved Employees. Based on these factors, Plaintiff and Class Counsel have
20 determined that the terms set forth in this Agreement represent a fair, adequate, and
21 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
22 the Aggrieved Employees.

23 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
24 this litigation would be protracted and expensive for all Parties. Substantial amounts of
25 Defendant's time and resources have been used and, unless this Settlement is made, will
26 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
27 decision to enter into this Settlement, Defendant also has taken into account the risks
28 associated with further litigation. Defendant denies each of the allegations and claims

1 asserted against it in the Complaint and Action. Despite continuing to contend that it is not
2 liable for any of the claims that Plaintiff has asserted, Defendant nonetheless has agreed to
3 settle in the manner and upon the terms set forth in this Agreement to put to rest the claims
4 asserted in the Complaint and Action.

5 E. Class Members' Claims. The Class Representative contends that the allegations in the
6 Action have merit and give rise to liability on Defendant's part which Defendant denies in
7 their entirety. This Agreement is a compromise of disputed claims. The monies being
8 paid as part of the Settlement are genuinely disputed and the Parties agree that the
9 provisions of California Labor Code § 206.5 are not applicable to this Settlement. Because
10 there is a good faith dispute as to whether any wages are due, the release of claims does not
11 violate California Labor Code § 206.5, which provides in pertinent part as follows:

12 An employer shall not require the execution of any release of any claim or
13 right on account of wages due or to become due, or made as an advance on
wages to be earned, unless payment of such wages has been made.

14 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
15 in this Agreement, and no action taken to carry out this Agreement may be construed or
16 used as an admission by or against the Class Members or Class Counsel regarding the
17 merits or lack of merit of the claims asserted.

18 F. Aggrieved Employees' Claims. Plaintiff contends that the PAGA allegations have merit
19 and give rise to liability on the part of Defendant which Defendant denies in their entirety.
20 This Agreement is a compromise of disputed claims. The monies being paid as part of the
21 settlement are genuinely disputed and the Parties agree that the provisions of Labor Code §
22 206.5 are not applicable to this Settlement. Nothing contained in this Agreement, no
23 documents referred to in this Agreement and no action taken to carry out this Agreement
24 may be construed or used as an admission by or against the Aggrieved Employees or Class
25 Counsel as to the merits or lack of merit of the claims asserted.

26 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA Released
27 Claims have no merit and do not give rise to liability. This Agreement is a compromise of
28 disputed claims. The monies being paid as part of the Settlement are genuinely disputed

1 and the Parties agree that the provisions of California Labor Code § 206.5 are not
2 applicable to this Settlement. Because there is a good faith dispute as to whether any wages
3 are due, the release of claims does not violate California Labor Code § 206.5. Nothing
4 contained in this Agreement, no documents referred to in this Agreement, and no action
5 taken to carry out this Agreement may be construed or used as an admission by or against
6 Defendant as to the merits or lack of merit of the claims asserted.

7 **III. TERMS OF AGREEMENT**

- 8 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums
9 specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as
10 provided in Paragraph III.M.2.(a).(3), in no event shall Defendant be required to pay more
11 than the Maximum Settlement Amount (plus the employer-side payroll taxes).
- 12 B. Limited Release by All Settlement Class Members. As of the Effective Date, in exchange
13 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class
14 Members will fully release and discharge the Released Parties from the Released Claims
15 for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover
16 facts or legal arguments in addition to or different from those they now know or currently
17 believe to be true with respect to the claims, causes of action and legal theories of recovery
18 in this Action which are the subject matter of the Released Claims. Nonetheless, the
19 discovery of new facts or legal arguments shall in no way limit the scope or definition of
20 the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class
21 Members shall be deemed to have, and, by operation of the final judgment approved by the
22 Court shall have, fully, finally, and forever settled and released all of the Released Claims
23 as defined in this Agreement.
- 24 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
25 for the consideration set forth in this Agreement, Plaintiff makes the additional following
26 general release of all claims, known or unknown: Plaintiff releases Defendant and the
27 Released Parties, from any and all claims, demands, rights, liabilities and causes of action
28 of every nature and description whatsoever, known or unknown, asserted or that might

1 have been asserted, whether in tort, contract, or for violation of any state or federal statute,
 2 rule, regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
 3 employment with Defendant as well as any and all acts or omissions by or on the part of
 4 Defendant. (The release set forth in this Paragraph shall be referred to hereinafter as the
 5 "Plaintiff's General Release.") With respect to the Plaintiff's General Release, the Plaintiff
 6 stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have
 7 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
 8 rights and benefits of Section 1542 of the California Civil Code, or any other similar
 9 provision under federal or state law, which provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
 11 **THAT THE CREDITOR OR RELEASING PARTY DOES**
 12 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
 13 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
 14 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
 15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
 16 **WITH THE DEBTOR OR RELEASED PARTY.**

17 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement
 18 are found hereafter to be other than or different from the facts now believed to be true, the
 19 release of claims contained in the Plaintiff's General Release shall be effective as to all
 20 unknown claims.

21 However, specifically excluded from this general release of claims by Plaintiff are any
 22 claims for or relating to workers' compensation, unemployment insurance, or any other
 23 claims that cannot be waived by law.

24 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
 25 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
 26 in this Action, agrees to release the Released Parties of and from any and all claims for
 27 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
 28 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
 notice Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released
 Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by

1 the Court following approval of this Settlement forever bars Plaintiff and the LWDA,
2 directly or through any other proxy or agent, from any future prosecution of any of the
3 PAGA Released Claims against any of the Released Parties.

4 E. Conditions Precedent: This Settlement will become final and effective only upon the
5 occurrence of all the following events:

- 6 1. Full execution of this Agreement by all Parties, and expiration of any applicable
7 revocable periods related to such signature;
- 8 2. The Court enters a Preliminary Approval Order granting preliminary approval to the
9 Settlement;
- 10 3. The completion of all settlement administration procedures which will take place in
11 advance of the Final Approval Hearing;
- 12 4. The Court enters a Final Approval Order and a judgment;
- 13 5. The final Effective Date occurs; and
- 14 6. Defendant does not invoke its right to revoke the Settlement as described in
15 Paragraph III.S herein.

16 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
17 final approval of this Agreement with prejudice, the Settlement fails to become effective,
18 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
19 prohibits Defendant from obtaining a complete resolution of the claims as described
20 herein:

- 21 1. This Agreement shall be *void ab initio* and of no force or effect, and shall not be
22 admissible in any judicial, administrative or arbitral proceeding for any purpose or
23 with respect to any issue, substantive or procedural;
- 24 2. The conditional class certification (obtained for any purpose) shall be *void ab initio*
25 and of no force or effect, and shall not be admissible in any judicial, administrative or
26 arbitral proceeding for any purpose or with respect to any issue, substantive or
27 procedural; and
28

1 3. None of the Parties to this Settlement will be deemed to have waived any claims,
2 objections, defenses or arguments in the Action.

3 G. Certification of the Settlement Class. The Parties stipulate to conditional class certification
4 of the Settlement Class for the Class Period for purposes of settlement only as follows:

5 1. Plaintiff Veronica Cusimano shall be appointed as the Class Representative.

6 2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover
7 LLP shall be appointed as Class Counsel.

8 3. In the event that the Court denies preliminary or final approval of this Settlement
9 Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or
10 modified by the Court, or in any way prevents or prohibits Defendant from obtaining
11 a complete resolution of the claims as described herein, the conditional class
12 certification (obtained for any purpose) shall be *void ab initio* and of no force or
13 effect, and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or procedural.

15 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
16 the payments called for by this Stipulation, and Plaintiff, Settlement Class Members,
17 Aggrieved Employees and Defendant are not relying on any statement or representation by
18 the Parties in this regard. Plaintiff and Settlement Class Members understand and agree
19 that they will be responsible for the payment of their respective portions of any taxes and
20 penalties assessed on the Class Representative Incentive Award/General Release Payment,
21 Individual Settlement Payments, and Individual PAGA Payments described in this
22 Stipulation and will be solely responsible for any penalties or other obligations resulting
23 from their personal tax reporting of all such payments.

24 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class
25 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no
26 written communication or disclosure between or among the Parties or their attorneys and
27 other advisers, is or was intended to be, nor shall any such communication or disclosure
28 constitute or be construed or be relied upon as, tax advice within the meaning of United

1 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
2 acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal
3 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this
4 Agreement, (b) has not entered into this Agreement based upon the recommendation of any
5 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
6 any communication or disclosure by any attorney or adviser to any other party to avoid any
7 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
8 adviser to any other Party has imposed any limitation that protects the confidentiality of
9 any such attorney's or adviser's tax strategies (regardless of whether such limitation is
10 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
11 structure of any transaction, including any transaction contemplated by this Agreement.

12 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
13 Court a Motion for Preliminary Approval and supporting papers, which shall include this
14 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
15 least five calendar days before filing the documents.

16 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
17 Settlement Administrator is bound to all of the terms, conditions, and obligations described
18 in this Settlement Agreement. Among these obligations, the Settlement Administrator
19 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
20 and Individual PAGA Payments; processing and transmitting payments to the Class
21 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
22 Employees; printing the Notice of Class and PAGA Action Settlement and mailing it to the
23 Class Members and Aggrieved Employees as directed by the Court; receiving, processing,
24 and reporting Requests for Exclusion and Notices of Objection; sending a postcard
25 reminder to Settlement Class Members and Aggrieved Employees 30 days before the
26 check void date; distributing tax forms; providing declaration(s) as necessary in support of
27 preliminary and/or final approval of this Agreement; and such other tasks as the Parties
28 mutually agree or the Court orders the Settlement Administrator to perform. The

1 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
2 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
3 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
4 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any
5 responsibility for errors or omissions in the calculation or distribution of Individual
6 Settlement Payments, Individual PAGA Payments or any other distribution of monies
7 contemplated by this Agreement.

8 L. Notice Procedure.

9 1. Class Data and Aggrieved Employee Data. No later than 30 calendar days after the
10 Preliminary Approval Date and only after Defendant receives sufficient and
11 reasonable assurance that the Settlement Administrator will maintain the
12 confidentiality of the Class Data and the Aggrieved Employee Data, Defendant shall
13 provide the Settlement Administrator with the Class Data and Aggrieved Employee
14 Data for purposes of preparing and mailing the Notice of Class and PAGA Action
15 Settlement to Class Members and Aggrieved Employees, as well as undertaking its
16 other obligations. The Settlement Administrator shall be obligated to keep the Class
17 Data and Aggrieved Employee Data confidential and shall take reasonable and
18 necessary precautions to maintain the confidentiality of the data. The Settlement
19 Administrator shall not distribute or use the Class Data, Aggrieved Employee Data or
20 any information contained therein for any purpose other than to administer this
21 settlement.

22 2. Notice of Class and PAGA Action Settlement.

23 a) The Notice of Class and PAGA Action Settlement shall be in a form
24 substantially similar to the form attached to this Stipulation as **Exhibit 1**. The
25 Notice of Class and PAGA Action Settlement shall instruct Class Members and
26 Aggrieved Employees to keep the Settlement Administrator apprised of their
27 current mailing addresses, to which the Settlement Payments will be mailed
28 following the Effective Date. The Notice of Class and PAGA Action Settlement

1 shall set forth the release to be given by Settlement Class Members in exchange
2 for an Individual Settlement Payment.

3 b) The Notice of Class and PAGA Action Settlement shall be individualized by
4 inclusion of each Class Member's number of Qualified Workweeks and
5 Qualified Pay Periods and the Settlement Administrator's calculation of each
6 Class Member's estimated gross Individual Settlement Payment if that Class
7 Member does not request exclusion from the Settlement and each Aggrieved
8 Employee's estimated Individual PAGA Payment.

9 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Employee
10 Data, the Settlement Administrator will perform a search based on the National
11 Change of Address Database to update and correct any known or identifiable address
12 changes. No later than 14 calendar days after receiving the Class and Aggrieved
13 Employee Data from Defendant as provided in this Stipulation, the Settlement
14 Administrator shall mail copies of the Notice of Class and PAGA Action Settlement
15 to all Class Members and Aggrieved Employees via regular First Class U.S. Mail.
16 The Settlement Administrator shall exercise its best judgment to determine the
17 current mailing address for each Class Member and Aggrieved Employee. The
18 address identified by the Settlement Administrator as the current mailing address
19 shall be presumed to be the best mailing address for each Class Member and
20 Aggrieved Employee.

21 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
22 returned to the Settlement Administrator as not having been delivered on or before
23 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
24 no forwarding address is provided, the Settlement Administrator promptly shall
25 attempt to determine a correct address by lawful use of skip-tracing and by other
26 searches using the name, address and Social Security number of the Class Member or
27 Aggrieved Employee involved and, if another mailing address is identified by the
28 Settlement Administrator, then shall perform a re-mailing to that Class Member or

1 Aggrieved Employee. In addition, if any Notices of Class and PAGA Action
2 Settlement that are addressed to Class Members or Aggrieved Employees who are
3 employed by Defendant at the time of mailing are returned to the Settlement
4 Administrator as non-delivered and no forwarding address is provided, the
5 Settlement Administrator shall so notify Defendant. Defendant then will request that
6 the currently-employed Class Member or Aggrieved Employee provide a corrected
7 address and will transmit to the Administrator any corrected address provided by the
8 Class Member or Aggrieved Employee.

9 5. Disputes Regarding Qualified Workweeks. A Class Member who disagrees with the
10 number of Qualified Workweeks stated on that Class Member's Notice of Class and
11 PAGA Action Settlement will have the opportunity to provide documentation and/or
12 an explanation to show a different number of weeks having been worked during the
13 Class Period. If there is a dispute, the Settlement Administrator will consult with the
14 Parties to determine whether an adjustment is warranted. The Settlement
15 Administrator shall determine the eligibility for, and the amounts of, any Individual
16 Settlement Payments under the terms of this Agreement. The Settlement
17 Administrator's determination of the eligibility for and the amount of any Individual
18 Settlement Payment shall be binding upon the Settlement Class Member and the
19 Parties.

20 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
21 Settlement Administrator concerning the administration of the Settlement will be
22 resolved by the Court under the laws of the State of California. Before any such
23 involvement of the Court, counsel for the Parties will meet and confer in good faith
24 to resolve the disputes without the need to involve the Court.

25 7. Requests for Exclusion.

26 a) The Notice of Class and PAGA Action Settlement shall state that Class
27 Members who wish to exclude themselves from the class action Settlement
28 must submit a written Request for Exclusion by the Response Deadline to the

1 address provided in the Notice of Class and PAGA Action Settlement. The
2 written Request for Exclusion must state that the Class Member wishes to
3 exclude himself or herself from the class action Settlement and: (1) must
4 contain the name, address, and employee identification number or the last four
5 digits of the Social Security Number of the person requesting exclusion; (2)
6 must be signed by the Class Member; (3) must be postmarked by the Response
7 Deadline and returned to the Settlement Administrator at the specified address;
8 and (4) must contain a typewritten or handwritten notice stating, in substance,
9 as follows: "I wish to opt out of the Settlement of the class action lawsuit
10 entitled *Veronica Cusimano v. Brilliant Earth, LLC*."

11 b) The Request for Exclusion will not be valid unless it both: (1) is timely
12 submitted; and (2) complies with the requirements set forth above in Paragraph
13 III.L.7(a). The date of the postmark on the return mailing envelope for the
14 Request for Exclusion shall be the exclusive means used to determine whether
15 the Request for Exclusion was timely submitted. If the Settlement is approved
16 by the Court, Class Members who have failed to submit a valid and timely
17 written Request for Exclusion on or before the Response Deadline shall be
18 Settlement Class Members who are bound by all terms of the Settlement and
19 any final judgment entered in this Action.

20 c) Any Class Member who requests to be excluded from the class action
21 Settlement will not be entitled to an Individual Settlement Payment and will
22 neither be bound by the terms of the class action Settlement nor have any right
23 to object to, appeal from or comment on the class action Settlement. Nothing in
24 this Settlement Agreement will constitute or be construed as a waiver of any
25 defense that Defendant or the Released Parties have or could assert against
26 anyone who timely serves a Request for Exclusion.

27 d) Aggrieved Employees cannot request to be excluded from the settlement of the
28 PAGA Released Claims. Class Members who are also Aggrieved Employees

1 cannot request to be excluded from the settlement of the PAGA Released
2 Claims.

3 e) No later than five calendar days after the Response Deadline, the Settlement
4 Administrator shall provide counsel for the Parties with a final list of the Class
5 Members who have timely submitted written Requests for Exclusion.

6 f) At no time shall any of the Parties or their counsel solicit or otherwise
7 encourage Class Members to submit Requests for Exclusion from the
8 Settlement.

9 8. Objections.

10 a) The Notice of Class and PAGA Action Settlement shall state that Class
11 Members who wish to object to the Settlement must mail to the Settlement
12 Administrator, at the address provided in the Notice of Class and PAGA Action
13 Settlement, a written statement of objection (“Notice of Objection”) by the
14 Response Deadline. The postmark date of mailing shall be deemed to be the
15 exclusive means for determining whether a Notice of Objection was timely
16 submitted.

17 b) Class Members who submit a timely Notice of Objection will have a right to
18 appear at the Final Approval Hearing to have their objections heard by the
19 Court. The Notice of Objection must be signed by the Class Member and state:
20 (1) the case name and number; (2) the name of the Class Member; (3) the
21 address of the Class Member; (4) the employee identification number or last
22 four digits of the Class Member’s Social Security Number; (5) the basis for the
23 objection and any supporting documents; and (6) whether or not the Class
24 Member intends to appear at the Final Approval Hearing. Class Members who
25 fail to make objections in the manner specified above may be deemed to have
26 waived any objections and to be foreclosed from making any objections to the
27 Settlement, whether by appeal or otherwise. The failure to submit a written
28

1 objection does not waive a Settlement Class Member's right to appear and
2 orally object at the Final Approval Hearing.

3 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to file or serve written objections to the Settlement
5 or to appeal from the Final Approval Order.

6 d) Class Members who submit a written Request for Exclusion are not entitled to
7 object to the Settlement. If a Class Member submits both a Request for
8 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
9 and the Notice of Objection will be invalid.

10 e) The Settlement Administrator shall promptly send all Notices of Objection it
11 receives to Class Counsel and Defense Counsel. Class Counsel will be
12 responsible for filing any such objections with the Court before the Final
13 Approval Hearing. Plaintiff and/or Defendant may file oppositions to any
14 Notices of Objection no later than 10 calendar days before the date of the Final
15 Approval Hearing.

16 f) Aggrieved Employees cannot object to the settlement of the PAGA Released
17 Claims. Class Members who are also Aggrieved Employees cannot object to
18 the settlement of the PAGA Released Claims. Any such objections by
19 Aggrieved Employees or by Class Members who are Aggrieved Employees
20 shall be deemed invalid.

21 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
22 Plaintiff, Class Counsel or Class Members arising from or related to any
23 objection to the Settlement Agreement or related to any appeals thereof.

24 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
25 reversionary settlement in which Defendant is required to pay the entirety of the Maximum
26 Settlement Amount plus the employer-side payroll taxes. No amount of the Maximum
27 Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described
28 in this Settlement and pursuant to the timeline and instructions below, Defendant will

1 deposit the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be
2 established by the Settlement Administrator.

3 1. Funding Due Date. No later than 21 calendar days after the Effective Date,
4 Defendant shall provide the Maximum Settlement Amount (plus the employer's
5 share of the payroll taxes as calculated by the Settlement Administrator) to the
6 Settlement Administrator to fund the Settlement as set forth in this Agreement.

7 2. Payments to Settlement Class Members and Aggrieved Employees.

8 a) Calculation of Individual Settlement Payments. Every Settlement Class
9 Member is entitled to an Individual Settlement Payment without the need to
10 submit a claim form. Individual Settlement Payments shall be paid from the
11 Net Settlement Amount and shall be paid under the formula set forth in this
12 Stipulation.

13 (1) Using the Class Data, the Settlement Administrator will calculate the total
14 number of Qualified Workweeks for all Settlement Class Members. The
15 number of Qualified Workweeks for each Settlement Class Member then
16 will be divided by the total number of Qualified Workweeks for all
17 Settlement Class Members. The result of that division will be the
18 "Payment Ratio" for each Settlement Class Member. Each Settlement
19 Class Member's Payment Ratio then will be multiplied by the Net
20 Settlement Amount to calculate that Settlement Class Member's share of
21 the Net Settlement Amount, except no gross Individual Settlement
22 Payment will be less than \$25. A share of the Net Settlement Amount will
23 be provided only to those individuals who satisfy the definition of
24 Settlement Class Members, *i.e.*, Class Members who do not submit a
25 timely and valid Request for Exclusion.

26 (2) The Parties recognize and agree that the formula provided in this
27 Stipulation for allocating the Net Settlement Amount to be paid to the
28

1 Settlement Class Members is reasonable and designed to provide a fair
2 settlement to the Settlement Class Members.

3 (3) Defendant represents that the Settlement Class members have worked
4 approximately 6,828 Qualified Workweeks and 3,414 applicable
5 Qualified Pay Periods. Should the total number of Qualified Workweeks
6 exceed 6,828 by more than 10% (i.e., if there are more than 7,511
7 workweeks), Defendant shall, at its option, (1) increase the Maximum
8 Settlement Amount by increasing the Net Settlement Amount only and
9 proportionally to the increase in workweeks above 10% (for example, if
10 the actual number workweeks is 2% greater than 7,511, then the Net
11 Settlement Amount will increase by 2%).

12 b) Calculation of Individual PAGA Payments: Using the Aggrieved Employee
13 Data, the Settlement Administrator will calculate the total number of Qualified
14 Pay Periods for all Aggrieved Employees. The number of Qualified Pay Periods
15 for each Aggrieved Employee then will be divided by the total number of
16 Qualified Pay Periods for all Aggrieved Employees. The result of that division
17 will be the Payment Ratio for each Aggrieved Employee. Each Aggrieved
18 Employee's Payment Ratio then will be multiplied by the \$3,750 portion of the
19 PAGA Payment that is allocated for distribution to the Aggrieved Employees to
20 calculate each Aggrieved Employee's Individual PAGA Payment.

21 c) Tax Allocation. For tax purposes, Individual Settlement Payments shall be
22 allocated and treated as follows: 1) seventy-five percent (75%) as payment for
23 alleged unpaid interest, alleged unpaid business expense reimbursement, and
24 alleged unpaid statutory penalties; and 2) twenty-five percent (25%) as wages.
25 For tax purposes, Individual PAGA Payments shall be allocated and treated as
26 100% penalties. The Settlement Administrator will be responsible for issuing
27 and mailing all required IRS Form 1099s.
28

1 d) Mailing. The Individual Settlement Payments and Individual PAGA Payments
2 shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
3 and Aggrieved Employees' last known mailing addresses no later than 42
4 calendar days after the Effective Date.

5 e) Uncashed Checks. All checks issued to Settlement Class Members shall remain
6 valid and negotiable for 120 calendar days from the date of their issuance. In
7 the event any Individual Settlement Payment or Individual PAGA Payment
8 settlement checks have not been cashed by the check cashing deadline, upon
9 Court approval, the Settlement Administrator shall tender to Legal Aid at Work
10 (<https://legalaidatwork.org/>) the funds represented by any such uncashed
11 checks.

12 3. Class Representative Incentive Award/General Release Payment.

13 a) Plaintiff will apply for a Class Representative Incentive Award/General Release
14 Payment of up to \$5,000 for her time, effort, and risk in bringing and
15 prosecuting this Action. The Class Representative Incentive Award/General
16 Release Payment shall be in addition to Plaintiff's Individual Settlement
17 Payment and Individual PAGA Payment.

18 b) The Settlement Administrator shall pay the Class Representative Incentive
19 Awards/General Release Payment to Plaintiff from the Maximum Settlement
20 Amount no later than 42 calendar days after the Effective Date. Any portion of
21 the requested Class Representative Incentive Award/General Release Payment
22 that is not awarded to the Class Representative shall become part of the Net
23 Settlement Amount.

24 c) The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff
25 for her Class Representative Incentive Award/General Release Payment.
26 Plaintiff shall be solely and legally responsible to pay all applicable taxes on the
27 Class Representative Incentive Awards/General Release Payment and Plaintiff
28 shall indemnify and hold Defendant and the Released Parties harmless from any

1 claim or liability for taxes, penalties, or interest arising because of Plaintiff's
2 Class Representative Incentive Award/General Release Payment.

- 3 d) If the Court reduces or does not approve the requested Class Representative
4 Incentive Award/General Release Payment, Plaintiff shall not have the right to
5 revoke this Settlement Agreement, and it will remain binding, nor will Plaintiff
6 seek, request, or demand an increase in the Maximum Settlement Amount on
7 that basis.

8 4. Class Counsel Award.

- 9 a) In consideration for settling the Action and in exchange for the release of the
10 Released Parties for all Released Claims and for the resolution of the PAGA
11 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
12 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
13 \$60,666.66 of the \$182,000 Maximum Settlement Amount), plus actual costs
14 and litigation expenses estimated not to exceed \$15,000.
- 15 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
16 Employees will not apply to the Court for any payment of attorneys' fees and
17 costs that are in addition to the foregoing. The Parties agree that, over and
18 above the Court-approved Class Counsel Award, each of the Parties, including
19 each Settlement Class Member and Aggrieved Employee, shall bear his, her or
20 its own fees and costs, including, but not limited to, those related to the
21 investigation, filing, prosecution, or settlement of the Action; the negotiation,
22 execution, or implementation of this Agreement; and/or the process of
23 obtaining, administering, or challenging a Preliminary Approval Order and/or
24 Final Approval Order.
- 25 c) Any portion of the requested Class Counsel Award that is not awarded to Class
26 Counsel shall be part of the Net Settlement Amount and shall be distributed to
27 Settlement Class Members as provided in this Agreement.
28

- 1 d) The Settlement Administrator shall pay the Class Counsel Award to Class
2 Counsel from the Maximum Settlement Amount no later than 42 calendar days
3 after the Effective Date.
- 4 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
5 on the payment made pursuant to this Paragraph III.M.4. The Settlement
6 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
7 payments made pursuant to this Paragraph.
- 8 f) In the event that the Court reduces or does not approve the requested Class
9 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
10 or revoke the Settlement, or to appeal such order, and the Settlement will
11 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
12 demand an increase in the Maximum Settlement Amount on that basis.
- 13 5. PAGA Payment. \$15,000 shall be allocated from the Maximum Settlement Amount
14 for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA
15 Payment.” The Settlement Administrator shall pay 75% of that \$15,000 payment,
16 i.e., \$11,250, to the LWDA (the “LWDA Payment”) and the remaining 25% of that
17 \$15,000 payment, i.e., \$3,750, to the Aggrieved Employees according to the formula
18 described in Paragraph III.M.2.(b). The payment shall be made no later than 42
19 calendar days after the Effective Date. Class Counsel will take all action required by
20 California Labor Code § 2699(l).
- 21 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
22 the Maximum Settlement Amount for the costs of administration of the Settlement.
23 The Settlement Administrator has agreed to a fee not to exceed \$6,000. The
24 Settlement Administrator shall be paid for the settlement administration costs no later
25 than 42 calendar days after Defendant provides funds to the Settlement Administrator
26 for disbursement under this Agreement.
- 27 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
28 accomplish the terms of this Settlement Agreement, including but not limited to executing

1 the necessary documents and taking such other action as reasonably may be necessary to
2 implement the terms of this Settlement Agreement. As soon as practicable after executing
3 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
4 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
5 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in
6 the settlement administration process. The Parties each represent they do not have any
7 financial interest in the Settlement Administrator or otherwise have a relationship with the
8 Settlement Administrator that could create a conflict of interest. Class Counsel also will
9 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
10 or information regarding any other action filed or potential action against the Released
11 Parties that covers or includes any Settlement Class Members and the Released Claims or
12 any Aggrieved Employees and the PAGA Released Claims.

13 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
14 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
15 proposed Agreement, and the setting of a date for a Final Approval Hearing. The
16 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
17 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
18 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
19 forth the terms of this Settlement, and will include the proposed Notice of Class and
20 PAGA Action Settlement.

21 P. Final Approval Motion. No later than 16 court days before the Final Approval Hearing,
22 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
23 Representative Incentive Award/General Release Payment, Class Counsel Award, and
24 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion
25 papers to Defense Counsel at least five calendar days before filing the documents.

26 1. Declaration by Settlement Administrator. The Settlement Administrator shall submit
27 a declaration in support of Plaintiff's Motion for Final Approval of this Settlement.
28 That declaration shall detail the number of Notices of Class and PAGA Action

1 Settlement mailed and re-mailed to Class Members, the number of undeliverable
2 Notices of Class and PAGA Action Settlement, the number of timely Requests for
3 Exclusion, the number of Notices of Objection received, the amount of the average
4 Individual Settlement Payment, the amount of the average Individual PAGA
5 Payment, the settlement administration costs, and any other information that the
6 Parties mutually agree to include or that the Court orders the Settlement
7 Administrator to provide.

8 2. Final Approval Order. The Parties shall present a proposed Final Approval Order to
9 the Court, consistent with the terms and conditions of this Agreement, for the Court's
10 approval and judgment thereon.

11 Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement
12 if, after the Response Deadline, the number of Class Members who have submitted timely
13 and valid written Requests for Exclusion equals at least 5% of all Class Members. If
14 Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide
15 written notice to Class Counsel within 15 calendar days after the Response Deadline, at
16 which time this Agreement shall be *void ab initio*, (b) Defendant shall pay all settlement
17 administration costs incurred up through that date and/or as a result of the termination, and
18 (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

19 R. Interim Stay of Proceedings. Pending the Final Approval Hearing to be conducted by the
20 Court, the Parties agree to stay all proceedings in the Action, except such proceedings as
21 are necessary or desirable to implement and complete the Settlement, including, but not
22 limited to Plaintiff's filing of her Complaint and Defendant's Answer to said Complaint.

23 S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary
24 approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court
25 does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does
26 not become final for any other reason, this Agreement shall be null and void and any order
27 or judgment entered by the Court in furtherance of this Settlement shall be treated as void
28 from the beginning. In such a case, the Parties shall be returned to their respective statuses

1 as of the date and time immediately before the execution of this Agreement, and the Parties
2 shall proceed in all respects as if this Agreement had not been executed, except that any
3 costs already incurred by the Settlement Administrator shall be paid by equal
4 apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an
5 appeal is filed from the Court's final judgment, or any other appellate review is sought,
6 administration of the Settlement shall be stayed pending final resolution of the appeal or
7 other appellate review. In that event, within 30 calendar days of that notification, the
8 Parties shall pay any costs by equal apportionment that were incurred by the Settlement
9 Administrator before it was notified of the filing of an appeal from the Court's final
10 judgment or of any other appellate review.

11 T. No Effect on Employee Benefits. Amounts paid to Plaintiff, Settlement Class Members,
12 and Aggrieved Employees under this Agreement shall be deemed not to be pensionable
13 earnings and shall not have any effect on the eligibility for, or calculation of, any of the
14 employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff, the
15 Settlement Class Members, and Aggrieved Employees.

16 U. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
17 inserted for convenience of reference only and do not constitute a part of this Agreement.

18 V. Amendment or Modification. This Agreement may be amended or modified only by a
19 written instrument that: (1) is signed by counsel for all Parties or their successors-in-
20 interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's
21 approval is required, as approved by the Court.

22 W. Entire Agreement. This Agreement and any attached Exhibit 1 constitute the entire
23 Agreement among the Parties.

24 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent that they are expressly authorized by the Parties whom they represent to
26 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
27 by those Parties under this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The person signing this

1 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
2 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is
3 authorized to sign this Agreement and that she has not assigned or transferred to any third-
4 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
5 herein released and discharged or covered by this Agreement.

6 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
7 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
8 successors or assigns of the Parties to this Agreement, including the Settlement Class
9 Members, , and the LWDA.

10 Z. California Law Governs. All terms of this Agreement and Exhibit 1 and any disputes
11 arising under this Agreement shall be governed by and interpreted in accordance with the
12 laws of the State of California.

13 AA. Counterparts. This Agreement may be executed in one or more counterparts and may by
14 electronically signed. All executed counterparts and each of them shall be deemed to be
15 one and the same instrument, provided that counsel for the Parties to this Agreement shall
16 exchange among themselves copies or originals of the signed counterparts.

17 BB. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
18 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
19 Agreement after extensive arm's-length negotiations, taking into account all relevant
20 factors, present and potential. The Parties further agree that this Settlement Agreement
21 shall not be construed in favor of or against any Party by reason of the extent to which any
22 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

23 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
24 respect to the interpretation, implementation and enforcement of the terms of this
25 Agreement and all orders and judgments entered in connection therewith. The Parties to
26 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
28 all orders and judgments entered in connection with this Agreement.

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

EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court before final approval of the Settlement; and (2) further agree to waive all appeals from the Court's final approval of the Settlement.

FF. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all settlement-related documents and other information obtained from the other Party in the Action, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

GG. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the Released Claims and the PAGA Released Claims have merit and give rise to liability on Defendant's part. Defendant has asserted and continues to assert that the Released Claims and the PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack of merit of the claims asserted. Moreover, nothing contained in this Agreement is a waiver as to any positions, remedies, or other rights of enforcement related to any claims or events not expressly resolved herein.

By signing below, the Parties indicate their approval of the form of this Settlement Agreement and its exhibits.

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day and year set forth below.

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IT IS SO AGREED:

DATED: 3/26/2026, 2026

BRILLIANT EARTH, LLC

By:  634621DC3A66493...

DATED: _____, 2026

VERONICA CUSIMANO

By: _____

APPROVED AS TO FORM:

DATED: _____, 2026

KELLER GROVER LLP

By: _____
ERIC A. GROVER
ROBERT W. SPENCER
Attorneys for Plaintiff
VERONICA CUSIMANO

DATED: March 26, 2026

**KIRKPATRICK TOWNSEND &
STOCKTON LLP**

By:  _____
JAMES SMITH
KEVIN L. QUAN
Attorneys for Defendant
BRILLIANT EARTH, LLC

1 **IT IS SO AGREED:**

2
3 DATED: _____, 2026

BRILLIANT EARTH, LLC

4
5 By: _____

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7
8 DATED: 3/25/2026, 2026

VERONICA CUSIMANO

9
10 By:  _____

11
12 **APPROVED AS TO FORM:**

13
14 DATED: March 25, 2026

KELLER GROVER LLP

15 By:  _____
16 ERIC A. GROVER
17 ROBERT W. SPENCER
18 Attorneys for Plaintiff
19 VERONICA CUSIMANO

20
21 DATED: _____, 2026

**KIRKPATRICK TOWNSEND &
STOCKTON LLP**

22 By: _____
23 JAMES SMITH
24 KEVIN L. QUAN
25 Attorneys for Defendant
26 BRILLIANT EARTH, LLC
27
28

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES
Cusimano v. Brilliant Earth, LLC
Case No. 22SMCV02621

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don’t act.*

This class and PAGA action settlement will affect your rights if you worked in California as a non-exempt employee of Brilliant Earth, LLC at any time during the period from and including March 13, 2021 through November 13, 2025.

- Former non-exempt employee Veronica Cusimano (“Class Representative” or “Plaintiff”) sued Brilliant Earth, LLC (“Brilliant Earth” or “Defendant”) on behalf of herself and current and former non-exempt employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law (the “Action”).
- The Action also alleges that Plaintiff is entitled to recover civil penalties for herself and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiff and Defendant have entered a settlement agreement (“Settlement”) that settles the Class and PAGA claims brought by the Class Representative on behalf of the current and former non-exempt employees in California. The Court has preliminarily approved the Settlement.
- If you worked as a non-exempt employee for Brilliant Earth in California at any time during the period from and including March 13, 2021 through November 13, 2025, you are considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked as a non-exempt employee for Brilliant Earth in California at any time during the period from and including August 29, 2021 through November 13, 2025, you are considered an “Aggrieved Employee” under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Employees are also Class Members.)
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Brilliant Earth, as explained below. <u>NOTE</u> : Aggrieved Employees may not opt out of the PAGA portion of the Settlement.
OBJECT	Write to the Court about why you don’t agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Brilliant Earth's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Workweeks during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Brilliant Earth's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you worked as a non-exempt employee for Brilliant Earth in California during the period from and including March 13, 2021 through November 13, 2025 (the "Class Period"). You are receiving this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff originally filed her lawsuit on December 8, 2022 and she filed the operative First Amended Complaint on December 8, 2025 in Los Angeles County Superior Court (the "lawsuit"), alleging causes of action against Defendant on a class-wide and PAGA representative basis for: (1) failure to provide meal periods and pay meal period premiums; (2) failure to authorize and permit rest breaks and pay rest period premiums; (3) failure to pay overtime wages at the correct rate; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

Brilliant Earth denies all of Plaintiff's allegations, or that it violated any law, and contends that it always complied with federal, state, and local laws. The Settlement is not an admission by Brilliant Earth of any wrongdoing or an indication that any law was violated.

The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action. This notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations raised in the Action or the merits of the claims or defenses asserted. In fact, the Court has made no determination as to whether the claims alleged by Plaintiff have any merit.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class and PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strengths and weaknesses of the claims and other factors. Both parties have agreed to resolve the Action with no decision or admission of who is right or wrong. Defendant is not admitting to any allegations or wrongdoing in this case, and in fact expressly denies that any of its practices at issue in this lawsuit were or are unlawful.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for Brilliant Earth as non-exempt employees in California during the period from and including March 13, 2021 through November 13, 2025.

All Class Members are also Aggrieved Employees, who are defined to include all current and former non-exempt employees who worked for Brilliant Earth in California at any time during the period from and including August 29, 2021 through November 13, 2025.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$182,000 ("Maximum Settlement Amount") plus the employer's share of payroll taxes, if any, which includes all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- Individual Settlement Payments: Class Members who do not opt out ("Settlement Class Members") are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is

estimated to be approximately \$80,833.34. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.

- **Class Representative Incentive Award:** Plaintiff will request from the Court an award of \$5,000 in recognition of her efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Class Counsel Award:** Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (\$60,666.66 of the \$182,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$15,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$6,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$15,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$11,250 will be distributed to the LWDA and \$3,750 will be distributed to Aggrieved Employees. If you qualify as an Aggrieved Employee, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Workweeks from Brilliant Earth's records used to calculate it, are listed on the first page of this Notice. 25% of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 shall issue, and 75% shall be designated as unpaid business expense reimbursement, statutory penalties, and interest for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Workweeks, which is the total number of weeks that you worked as a non-exempt employee for Brilliant Earth in California (based on Brilliant Earth's records) during the Class Period (March 13, 2021 through November 13, 2025, inclusive). Your Qualified Workweeks will be divided by the total number of Qualified workweeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Workweeks stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Facsimile: (*) ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Employees also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is August 29, 2021 through November 13, 2025, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you also qualify as an Aggrieved Employee) without any further action needed from you.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **<<date>>** in Department 205 of the California Superior Court for the County of Los Angeles, Beverly Hills Courthouse, 9355 Burton Way, Beverly Hills, California 90210, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the Class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not been changed.

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

4909-0971-4737.1 / 071831.1019

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties arising between March 13, 2021 and November 13, 2025, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pled in the Complaint (i.e., Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 1194, and 2802 and Business & Professions Code §§ 17200, et seq. based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

"Released Parties" shall mean Defendant Brilliant Earth, LLC and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the Labor Code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called "opting out") by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Veronica Cusimano v. Brilliant Earth, LLC*."

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [60 calendar days after initial mailing] to:

Questions? Call <<SETTLEMENT ADMIN PH NO>>

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Brilliant Earth. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Employee, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will not exclude you from the Settlement Class. If your objection is overruled, you will still be bound by the Settlement.

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name, (3) your most current address, (4) your employee number or the last four digits of your Social Security number; (5) the basis for the objection; and (6) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than **<<Date>>** [60 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for _____, 2026 in Department 205 of the California Superior Court for the County of Los Angeles, Beverly Hills Courthouse, 9355 Burton Way, Beverly Hills, California 90210, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Los Angeles, Beverly Hills Courthouse, 9355 Burton Way, Beverly Hills, California 90210. You may also pay to review documents online by accessing the Los Angeles County Public Portal at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and doing a "Case Number Search" for case number "22SMCV02621."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
[eagrover@kellergrover.com](mailto: eagrover@kellergrover.com)
Robert W. Spencer
[rspencer@kellergrover.com](mailto: rspencer@kellergrover.com)
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____ .

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

Questions? Call <<SETTLEMENT ADMIN PH NO>>

EXHIBIT B

ERIC A. GROVER, ESQ. SBN 136080
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ROBERT W. SPENCER, ESQ. SBN 238491
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By L. Kulkin, Deputy Clerk

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Attorneys for Plaintiff Veronica Cusimano

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

VERONICA CUSIMANO, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

BRILLIANT EARTH, LLC, a Delaware
limited liability company, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 22SMCV02621

*Assigned to the Hon. Edward B. Moreton, Jr.,
Dept. 205*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 246, 510, 512,
AND 1194)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 7-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 7-2001)**

**4. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES
(LABOR CODE § 2802)**

**5. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH**

**ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**6. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF
EMPLOYMENT (LABOR CODE §§ 201-
203)**

**7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**8. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
246, 510, 512, 1194, AND 2802, AND
PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§
226.3 AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: December 8, 2022

Plaintiff VERONICA CUSIMANO (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiff Class”), and on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of BRILLIANT EARTH, LLC, a Delaware limited liability company (hereinafter referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in Los Angeles County, California.

2. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who work or formerly worked for Defendants within the State of California. In particular, Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under PAGA.

1 3. From the time period beginning March 13, 2021,¹ and up to and continuing to the
2 present (the “Liability Period”), Defendants have had a consistent policy of:

3 a. Failing to properly compute bonuses earned by Plaintiff and other Aggrieved
4 Employees into their regular rate of pay for purposes of paying them meal and rest period
5 premiums, overtime wages, and sick pay wages at the correct rates, in violation of Labor Code
6 §§ 226.7, 246, 510, 512, 558 and 1194. Defendants paid Plaintiff and other Aggrieved
7 Employees bonuses; however, Defendants failed to properly blend these bonuses, and instead
8 paid Plaintiff and other Aggrieved Employees meal and rest period premiums, overtime
9 wages, and sick pay wages based *only* on the base hourly rate of pay, thus depriving Plaintiff
10 and other Aggrieved Employees of all meal and rest period premiums, overtime wages, and
11 sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, 558 and 1194;

12 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
13 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
14 Order No. 7-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
15 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
16 paid premium wages of one hour’s pay for each missed rest period. Plaintiff and other
17 Aggrieved Employees were frequently too busy to take a rest period. When they were able to
18 take a rest period, they were oftentimes late or cut short. This violates Labor Code § 226.7
19 and IWC Wage Order No. 7-2001;

20 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved
21 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
22 and 558 and IWC Wage Order 7-2001. Plaintiff and other Aggrieved Employees were
23

24
25 ¹ Plaintiff and Defendant (collectively the “Parties”) met and conferred regarding Plaintiff’s
26 proposed filing of this First Amended Complaint (“FAC”), including whether the class claims relate
27 back to the filing date of Plaintiff’s original complaint. Defendant agreed that it would not oppose
28 the filing of this FAC and would deem it filed on March 13, 2025 if Plaintiff agreed to certain
changes in the FAC, including the proposed class periods. Defendant reserved all rights related to
the claims in the FAC, including claims that the case should not proceed as a class or representative
action.

1 routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal
2 period for every shift worked that exceeded five hours, or a second proper, timely,
3 uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were
4 not paid premium wages of one hour's pay for each missed first or second meal period. When
5 they were able to take a meal period, they were oftentimes late, short, or on-duty. This violates
6 Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001;

7 d. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
8 business expenses incurred in direct consequence of the discharge of their duties, in violation
9 of Labor Code § 2802, including, but not limited to, the cost of purchasing masks that
10 employees were required to wear at work. Labor Code § 2802 states that an employer must
11 indemnify its employees for all necessary expenditures or losses incurred by the employee in
12 direct consequence of the discharge of their duties, and Defendants' failure to do so has
13 violated this section;

14 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
15 statements that fully and accurately itemized the requirements set forth in Labor Code §
16 226(a). Plaintiff and Aggrieved Employees were not paid all wages due, as stated above. As
17 such, the wage statements provided by Defendants failed to accurately state all gross wages
18 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
19 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)
20 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
21 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. In
22 addition to, and independent of the above allegations, the wage statements issued to Plaintiff
23 and all other Aggrieved Employees failed to list the applicable hourly rates in effect during
24 the pay period, in violation of Labor Code §§ 226(a)(9) and 226.3; and

25 f. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
26 separation of their employment based on the time frames required by Labor Code §§ 201 and
27 202. As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during
28 the course of their employment and, as a result of this failure, they were not timely paid all

1 wages due at the separation of their employment. Furthermore, when Plaintiff resigned from
2 her employment, she was not issued her final wages within 72 hours of her resignation—
3 rather, she was issued her final wages ten days later. Plaintiff alleges that Defendants maintain
4 a policy to untimely pay final wages to their former Aggrieved Employees. This violates Labor
5 Code §§ 201-202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no
6 longer employed by Defendants.

7 4. Plaintiff, on behalf of herself and Class Members, brings this action pursuant to Labor
8 Code §§ 201 – 203, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802, seeking compensation
9 for all unpaid wages, premium meal and rest period wages, unpaid business-related expenses, civil
10 and statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

11 5. Plaintiff, on behalf of herself and Class Members, and pursuant to Business &
12 Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all
13 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due to
14 Class Members.

15 6. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code
16 §§ 2698 *et seq.*, seeks penalties and wages for Defendants’ various violations of the California Labor
17 Code.

18 II.

19 PARTIES

20 A. Plaintiff

21 7. Plaintiff VERONICA CUSIMANO was employed by Defendants from January 2022
22 through May 2022 as a non-exempt employee in Los Angeles County, California.

23 8. During her work with Defendants, Plaintiff was:

- 24 a. Willfully denied the payment of all wages during the course of employment;
- 25 b. Willfully denied rest periods or compensation in lieu thereof;
- 26 c. Willfully denied meal periods or compensation in lieu thereof;
- 27 d. Willfully denied reimbursement of all business-related expenses;
- 28 e. Willfully denied accurately itemized wage statements; and

1 f. Willfully denied the timely payment of wages upon separation of her
2 employment.

3 **B. Defendants**

4 9. Defendant BRILLIANT EARTH, LLC is a Delaware limited liability company that
5 employed Plaintiff and Class Members throughout the State of California, including Los Angeles
6 County, California.

7 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
9 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
10 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
11 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
12 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
13 designated hereinafter as DOES when such identities become known.

14 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
15 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
16 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
17 attributable to the other Defendants.

18 12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
19 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
20 provisions of the California Labor Code as alleged herein.

21 **III.**

22 **CLASS ACTION ALLEGATIONS**

23 13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
24 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
25 following class composed of and defined as follows:

26 //

27 //

28 //

THE CLASS

All non-exempt employees who currently work or formerly worked for Defendants in the State of California during the period beginning March 13, 2021 and up to and continuing to the present.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

15. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

16. The potential members of the Class as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 75 persons in the State of California who fall within the Class definition.

17. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

B. Commonality

18. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Plaintiff and Class Members were denied the payment of all wages due, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194;
- b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7 and IWC Wage Order 7-2001;

- 1 c. Whether Defendants failed to properly provide meal periods or compensation
2 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
3 226.7 and 512 and IWC Wage Order 7-2001;
- 4 d. Whether Defendants failed to reimburse all business-related expenses to
5 Plaintiff and Class Members, in violation of Labor Code § 2802;
- 6 e. Whether Defendants failed to provide Plaintiff and members of the Class with
7 accurately itemized wage statements, in accordance with Labor Code § 226(a)
8 and (e);
- 9 f. Whether Defendants failed to timely pay Plaintiff and Class Members all
10 wages due and owing at the separation of their employment, in violation of
11 Labor Code §§ 201-203; and
- 12 g. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
13 to Business & Professions Code § 17200 *et seq.*

14 **C. Typicality**

15 19. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff
16 and Class Members sustained injuries and damages arising out of and caused by Defendants' common
17 course of conduct in violation of laws, regulations that have the force and effect of law, and statutes
18 as alleged herein.

19 **D. Adequacy of Representation**

20 20. Plaintiff will fairly and adequately represent and protect the interests of Class
21 Members. Counsel who represents Plaintiff are competent and experienced in litigating large
22 employment class actions.

23 **E. Superiority of Class Action**

24 21. A class action is superior to other available means for the fair and efficient adjudication
25 of this controversy. Individual joinder of all proposed Class Members is not practicable, and
26 questions of law and fact common to the proposed Class predominate over any questions affecting
27 only individual members of the proposed Class. Each member of the proposed Class has been
28 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

22. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510, 1194, AND 1194.2)

23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set forth herein.

24. During the Liability Period, Defendants failed to properly compute bonuses earned by Plaintiff and Class Members into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, and sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194. Defendants paid Plaintiff and Class Members bonuses; however, Defendants failed to properly blend these bonuses, and instead paid Plaintiff and Class Members meal and rest period premiums, overtime wages, and sick pay wages based *only* on the base hourly rate of pay, thus depriving Plaintiff and Class Members of all meal and rest period premiums, overtime wages, and sick pay wages earned. This violates Labor Code §§ 226.7, 246, 510, 512, and 1194.

25. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due, Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interests thereon, attorneys' fees, and costs pursuant to Labor Code § 1194.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 **V.**

2 **SECOND CAUSE OF ACTION**

3 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

4 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

5 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 7-2001)**

6 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
7 forth herein.

8 27. Plaintiff and Class Members are entitled to one hour of pay at the regular rate for each
9 day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code §
10 226.7 and IWC Wage Order 7-2001.

11 28. Defendants failed to pay proper premium wages to Plaintiff and Class Members who
12 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 7-2001. Plaintiff
13 and Class Members were routinely not authorized and unable to take an off-duty, 10-minute rest
14 period for every four (4) hours of work or major fraction thereof, but were not paid premium wages
15 of one hour's pay for each missed rest period. Plaintiff and Class Members were frequently too busy
16 to take a rest period. When they were able to take a rest period, they were oftentimes late or cut short.
17 This violates Labor Code § 226.7 and IWC Wage Order 7-2001.

18 29. Pursuant to Labor Code § 226.7 and IWC Wage Order 7-2001, Plaintiff seeks the
19 payment of all rest period compensation which she and Class Members are owed for the Liability
20 Period , according to proof.

21 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

22 **VI.**

23 **THIRD CAUSE OF ACTION**

24 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

25 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

26 **(LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 7-2001)**

27 30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set
28 forth herein.

31. Plaintiff and Class Members are entitled to one hour of pay at the regular rate for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7, 512 and IWC Wage Order 7-2001.

32. Defendants failed to pay proper premium wages to Plaintiff and Class Members who were denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 7-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, and a second meal period when they worked shifts greater than ten hours, but were not paid premium wages of one hour's pay for each missed meal period. When they were able to take a meal period, they were oftentimes late, short, or on-duty. This violates Labor Code §§ 226.7 and 512 and IWC Wage Order 7-2001.

33. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 7-2001, Plaintiff seek the payment of all meal period compensation which she and Class Members are owed for the Liability Period, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiff and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties, in violation of Labor Code § 2802, including, but not limited to, the cost of purchasing masks that employees were required to wear at work. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in

1 direct consequence of the discharge of their duties, and Defendants' failure to do so has violated
2 Labor Code § 2802.

3 36. As a proximate result of the aforementioned violations, Plaintiff and Class Members
4 have been damaged in an amount according to proof at the time of trial.

5 37. Pursuant to Labor Code § 2802, Plaintiff and Class Members are entitled to recover
6 from Defendants the full amount of the expenses they incurred in the performance of their job duties
7 that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit, for the
8 Liability Period, according to proof.

9 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

10 **VIII.**

11 **FIFTH CAUSE OF ACTION**

12 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

13 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

14 **EMPLOYEE WAGE STATEMENT PROVISIONS**

15 **(LABOR CODE § 226(a), (e))**

16 38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set
17 forth herein.

18 39. Section 226(a) of the California Labor Code requires Defendants to provide wage
19 statements to employees. In those wage statements, Defendants must provide an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
22 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
24 for which the employee is paid, (7) the name of the employee and only the last four digits of his or
25 her social security number or an employee identification number other than a social security number,
26 (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates
27 in effect during the pay period and the corresponding number of hours worked at each hourly rate by
28

1 the employee. Defendants have knowingly and intentionally failed to comply with Labor Code §
2 226(a).

3 40. Defendants failed to issue Plaintiff and members of the Class wage statements that
4 fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class
5 Members were not paid all wages due, as stated above. As such, the wage statements provided by
6 Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1),
7 total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor
8 Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked, in violation of Labor Code § 226(a)(9).

10 41. In addition to, and independent of the above allegations, the wage statements issued
11 to Plaintiff and Class Members failed to accurately list the applicable hourly rates in effect during the
12 pay period, in violation of Labor Code § 226(a)(9).

13 42. As a consequence of Defendants' willful conduct in failing to provide Class Members
14 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
15 have not been paid all wages due and were issued wage statements which do not reflect, and fail to
16 state, all information required by Labor Code § 226(a). The missing information cannot be discerned
17 at all from the face of the wage statements themselves. As a result, Plaintiff and Class Members are
18 entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or
19 \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in
20 a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled
21 to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h) for the time
22 period beginning March 13, 2024, up to and continuing to the present.

23 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

24 //

26 //

28 //

IX.

SIXTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT

(LABOR CODE §§ 201-203)

43. Plaintiff incorporates paragraphs 1 through 42 of this Complaint as though fully set forth herein.

44. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

45. Defendants paid Plaintiff and Class Members their final wages beyond the time frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. Plaintiff and Class Members were not paid all wages due and owing throughout the course of their employment, as detailed above. Consequently, at the time of their separation from employment with Defendants, they were not paid all final wages due and owing for the entirety of their employment. Furthermore, when Plaintiff resigned from her employment, she was not issued her final wages within 72 hours of her resignation—rather, she was issued her final wages ten days later. Plaintiff alleges that Defendants maintain a policy to untimely pay final wages to their former Class Members. This violates Labor Code §§ 201-203.

46. More than 30 days have passed since Plaintiff and Class Members have left Defendants' employ.

47. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and Class Members are entitled to up to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of

1 employment, for the period beginning March 13, 2022, up to and continuing to the present, according
2 to proof.

3 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

4 **X.**

5 **SEVENTH CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **UNFAIR COMPETITION PURSUANT TO**

8 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

9 48. Plaintiff incorporates paragraphs 1 through 47 of this Complaint as though fully set
10 forth herein.

11 49. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
12 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
13 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
14 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
15 and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest
16 within the meaning of Code of Civil Procedure § 1021.5. Defendants have had a policy and practice
17 of engaging in unlawful and unfair business practices including, but not limited to, violations of:

18 a. Labor Code §§ 226.7, 246, 510, 512, 558, and 1194 (failure to pay all wages
19 due and owing at the correct rate, including wages for overtime, sick pay, and premium pay
20 for meal and rest period violations);

21 b. Labor Code §§ 226.7 and 512 (failure to provide meal periods and authorize
22 and permit paid rest breaks);

23 c. Labor Code § 2802 (failure to reimburse business expenses); and

24 d. Industrial Welfare Commission IWC Wage Order No. 7-2001.

25 50. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
26 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
27 appropriate equitable relief.

1 51. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
2 practices.

3 52. Wage and hour laws express fundamental public policies. Properly providing
4 employees with all wages and expense reimbursement due is a fundamental public policy of this State
5 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
6 vigorously minimum labor standards, to ensure that employees are not required or permitted to work
7 under substandard and unlawful conditions, and to protect law-abiding employers and its employees
8 from competitors who lower their costs by failing to comply with minimum labor standards.

9 53. Defendants have violated statutes and public policies. Through the conduct alleged
10 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
11 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
12 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
13 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
14 guaranteed to all employees under law.

15 54. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
16 §17200 *et seq.* of the Business & Professions Code.

17 55. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
18 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
19 17200 *et seq.* of the Business & Professions Code.

20 56. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
21 similarly situated have been damaged in a sum as may be proven.

22 57. Unless restrained by this Court, Defendants will continue to engage in the unlawful
23 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
24 should make such orders or judgments, including the appointment of a receiver, as may be necessary
25 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
26 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
27 to, disgorgement of profits which may be necessary to restore Plaintiff and members of the class to
28 the money Defendants have unlawfully failed to pay.

1 **XI.**

2 **EIGHTH CAUSE OF ACTION**

3 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

4 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**

5 **LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND**

6 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**

7 **LABOR CODE §§ 226.3 AND 558**

8 58. Plaintiff incorporates paragraphs 1 through 57 of this Complaint as though fully set
9 forth herein.

10 59. As a result of the acts alleged above, including the Labor Code violations set forth
11 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

12 60. For each such violation, Plaintiff and Aggrieved Employees are entitled to penalties
13 in an amount to be shown at the time of trial subject to the following formula:

14 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
15 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510,
16 512, 1194, and 2802; and

17 b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code
18 §§ 226.3 and 558.

19 61. Penalties recovered will be allocated 75% to the Labor and Workforce Development
20 Agency, and 25% to the affected employees.

21 62. On August 29, 2022, Plaintiff sent a letter, by online submission to the LWDA and by
22 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
23 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
24 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
25 calendar days of August 29, 2022. Plaintiff may therefore commence this action to seek civil penalties
26 pursuant to Labor Code § 2698 *et seq.*

27 Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as
28 described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code § 1194 in the amount of all unpaid wages due to Plaintiff and Class Members;
2. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of failing to pay all minimum wage, overtime and double-time compensation owed to Plaintiff and the class members in violation of Business and Professions Code §§ 17200, *et seq.*;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
4. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to provide proper meal periods and paid rest breaks and to pay all wages due and owing for those failures;
5. For compensatory damages in amounts according to proof at trial owed to Plaintiff and class members representing the amount of unpaid reimbursement for the expenditures and losses incurred in the discharge of their respective duties on behalf of Defendants in violation of Labor Code § 2802 and Wage Order 4-2001 during the period beginning March 13, 2021 and up to and including the present and until the date of compliance with the law;
6. For disgorgement of profits and restitution and restoration of all costs incurred, sums or property unlawfully withheld and/or losses caused by the policy and practice of violating Business and Professions Code §§ 17200, *et seq.* by failing to reimburse employees for their expenditures and losses incurred in the discharge of their respective duties on behalf of Defendants;
7. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
8. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members;
9. An award of prejudgment and post-judgment interest;

10. For civil penalties pursuant to Labor Code §§ 2698, *et seq.* for Plaintiff and Aggrieved Employees;

11. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law;

12. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), 2802, and other applicable law; and

13. Such other and further relief as this Court may deem just and proper.

Dated: December 8, 2025

Respectfully submitted,

KELLER GROVER LLP

By:

ERIC A. GROVER
ROBERT SPENCER
Attorneys for Plaintiff and the
Putative Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: December 8, 2025

Respectfully submitted,

KELLER GROVER LLP

By:

ERIC A. GROVER
ROBERT SPENCER
Attorneys for Plaintiff and the
Putative Class

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **December 8, 2025**, in the case of *Cusimano*, Brilliant Earth, LLC Los Angeles Superior Court Case Number 22SMCV02621, I served the foregoing document(s):

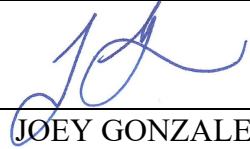
FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) below, using the following means:

James Smith, Esq. *Attorneys for Defendant*
Kevin L. Quan, Esq. **BRILLIANT EARTH, LLC,**
Kayla Frederickson, Esq.
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☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 4, 2026**, in the case of *Cusimano v. Brilliant Earth, LLC*, Los Angeles County Superior Court case number 22SMCV02621, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

on the interested party(ies) below, using the following means:
interested party(ies) below, using the following means:

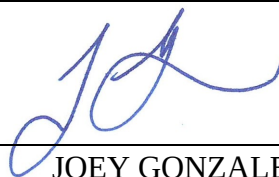
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Attorneys for Plaintiff
VERONICA CUSIMANO

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per CCP § 1010.6 or an agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ