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individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIZABETH GURUMDZHYAN,
individually and on behalf of all others
similarly situated,

Plaintiff,
v. ALL WORKS, INC.; CHRISTIAN DIOR
PERFUMES LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV01751

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE**

First Amended Complaint Filed: July 24,
2023

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1 This Joint Stipulation of Class and Representative Action Settlement and Release (the
2 “Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
3 Elizabeth Gurumdzhyan (“Plaintiff”), as an individual and on behalf of all others alleged to be
4 similarly situated, and Defendants AllWork, Inc. (“AllWork”) and Christian Dior Perfumes LLC
5 (“Dior”) (collectively, “Defendants”). (Plaintiff and Defendants each a “Party” and collectively
6 the “Parties”). Except as otherwise specified, defined terms shall have the meanings set forth in
7 the Recitals and Section 1 of this Agreement.

8 **RECITALS**

9 A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action Complaint
10 against Defendants on or about January 27, 2023, in the Superior Court for the County of Los
11 Angeles (“Court”), Case No. 23STCV01751 (the “Action”). Plaintiff filed a First Amended
12 Representative and Class Action Complaint on or about July 24, 2023 (the “First Amended
13 Complaint”). The First Amended Complaint asserts causes of action for alleged (1) failure to
14 pay minimum wages, citing California Labor Code sections 1194, 1194.2, 1197, and applicable
15 Wage Orders; (2) failure to pay overtime wages, citing California Labor Code sections 510,
16 1194, 1198, and applicable Wage Orders; (3) failure to provide meal periods, citing California
17 Labor Code sections 226.7, 512, and applicable Wage Orders; (4) failure to provide rest breaks,
18 citing California Labor Code section 226.7 and applicable Wage Orders; (5) failure to provide
19 accurate wage statements, citing California Labor Code section 226; (6) failure to pay timely
20 during employment, citing California Labor Code sections 204 and 210; (7) failure to pay all
21 wages due upon separation of employment, citing California Labor Code sections 201, 202, and
22 203; (8) unlawful and/or unfair business practices under California Business & Professions
23 Code section 17200, *et seq.* (“UCL”); and (9) violation of the Private Attorney General Act
24 (“PAGA”), California Labor Code section 2698, *et seq.* Plaintiff’s First Amended Complaint
25 asserted these claims on behalf of an alleged class and PAGA group consisting of non-exempt
26 employees working for Defendants in the state of California and sought alleged unpaid or
27 underpaid compensation, including for unpaid wages, unreimbursed expenses, restitution,
28 liquidated damages, statutory and civil penalties, attorneys’ fees, costs, and interest.

1 C. Thereafter, Plaintiff and Defendants engaged in informal discovery, including the
2 exchange of documents and data, including information regarding Plaintiff's employment and a
3 sampling of wage statements and timesheets for and policies applicable to Class Members
4 (defined below) during the relevant period.

5 D. On September 13, 2023, the Parties participated in an all-day remote mediation
6 before Michael Loeb, a well-respected mediator with significant experience mediating
7 employment wage-and-hour class actions. After a full day of mediation, the Parties agreed to
8 the material terms of this Agreement, which was documented in a signed Memorandum of
9 Understanding.

10 F. At all times, Defendants have denied and continue to deny any wrongdoing and
11 deny that they committed, threatened, or attempted to commit, any of the wrongful acts or
12 violations of law or duty alleged in the First Amended Complaint or the Action, and instead
13 contend that Defendants have acted properly and lawfully. Defendants also deny that Plaintiff or
14 any of the Class Members are entitled to any form of wages, damages, penalties, interests,
15 attorneys' fees, costs, or any relief whatsoever (at law or at equity) based on the conduct alleged
16 in the First Amended Complaint or the Action. In addition, Defendants maintain that they have
17 meritorious defenses to the claims alleged in the First Amended Complaint and the Action, and
18 that they are prepared to vigorously defend the Action. Nonetheless, taking into account the
19 uncertainty, costs, and risks inherent in litigation, Defendants have concluded that defense of the
20 claims asserted in the First Amended Complaint and the Action would be burdensome and
21 expensive, and that it is desirable and beneficial to fully and finally settle and terminate the
22 Action in the manner and upon the terms and conditions set forth in this Agreement.

23 G. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless,
24 Plaintiff and her counsel, Kashif Haque, Jessica L. Campbell, and Kristy Connolly of Aegis Law
25 Firm, PC ("Class Counsel"), recognize and acknowledge the expense and length of continued
26 prosecution of the Action against Defendants through trial and any subsequent appeals. Plaintiff
27 and Class Counsel have also taken into account the uncertain outcome and risks of litigation,
28 especially in complex actions, as well as the difficulties and delays inherent in such litigation.

1 Based on their evaluation, Class Counsel have concluded that the terms and conditions of this
2 Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the best
3 interests of the Class to settle the claims alleged in the First Amended Complaint and the Action
4 pursuant to the terms and provisions of this Settlement Agreement.

5 H. The Gross Settlement Amount was negotiated and agreed-upon by the Parties.
6 The Gross Settlement Amount is the maximum amount to be paid by Defendants as a result of
7 this Settlement, except as expressly provided in Section 6.2. The value of the Gross Settlement
8 Amount was expressly negotiated to account for and cover the payment of the Class
9 Representative Enhancement Payment, the Settlement Administration Costs to the Settlement
10 Administrator, the Class Counsel Award to Class Counsel, the LWDA Payment, and, as
11 described in Section 7.1, all payments to Settlement Class Members (all capitalized terms
12 defined below). In no event shall Defendants be required to pay more than the Gross Settlement
13 Amount, except as expressly provided in Section 6.2. Defendants shall separately pay any
14 employer payroll taxes owed on the Wage Portions (as defined in Section 7.1) of the Individual
15 Settlement Amounts.

16 I. This Agreement is made and entered into by and between Plaintiff, individually
17 and on behalf of all others alleged to be similarly situated, on the one hand, and Defendants, on
18 the other hand, and is subject to the terms and conditions herein and the Court's approval. The
19 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
20 compromising significantly disputed complex claims and that nothing herein is an admission of
21 liability or wrongdoing by Defendants. The Agreement's provisions, and all related drafts,
22 communications and discussions, cannot be construed as or deemed to be evidence of an
23 admission or concession of any point of fact or law by any person or entity and cannot be offered
24 or received into evidence or requested in discovery in this Action or any other action or
25 proceeding as evidence of an admission or concession. If for any reason the Agreement is not
26 approved by the Court, it will be of no force or effect.

AGREEMENT

1. DEFINITIONS

The following defines terms that are not defined above. Some definitions use terms that are defined later in this Section:

1.1 “Class” shall refer to the following group of individuals: “All California citizens currently or formerly jointly employed by Defendants as non-exempt employees in the State of California at any time between September 1, 2022 and the date of preliminary approval or December 31, 2023, whichever date is earlier.” “Class Member(s)” refers to a member(s) of the Class.

1.2 “Settlement Administrator” means Apex Class Action LLC, the third-party class action settlement administrator mutually agreed to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.3 “Settlement Administration Costs” means the costs payable to the Settlement Administrator for all fees and expenses reasonably and necessarily incurred as a result of administering this Settlement, including, but not limited to, the cost of providing notice of the proposed settlement to the Class, the cost of administering the settlement and any settlement fund created as a result of this Agreement. The Settlement Administration Costs are estimated to not exceed \$6,500.00 and shall be payable from, and not in addition to, the Gross Settlement Amount.

1.4 “Class Counsel” means Kashif Haque, Jessica L. Campbell, and Kristy R. Connolly of Aegis Law Firm, PC.

1.5 “Class Counsel Award” means the amount awarded by the Court pursuant to this Agreement to Class Counsel for reasonable attorneys’ fees and reimbursement of litigation costs and expenses incurred in connection with the litigation and resolution of this Action, including, but not limited to, costs associated with documenting the Agreement, securing the Court’s approval of the Agreement, administering the Agreement, and expenses for any experts

1 or consultants. The Class Counsel Award shall be paid from, and not in addition to, the Gross
2 Settlement Amount.

3 **1.6** “Class List” means a list of the Class Members formatted in Microsoft Office
4 Excel and shall include each Class Member’s: full name; mailing address and telephone number
5 last known to Defendants; Social Security number; and estimated number of Workweeks
6 worked by the Class Member for Defendants during the Class Period. The Settlement
7 Administrator will treat the Class List as confidential, and the Class List shall not be used for
8 any purpose other than as set forth herein. The Settlement Administrator shall not disclose the
9 Class List to Class Counsel or any other person or entity.

10 **1.7** “Class Period” refers to the period of time from September 1, 2022 through the
11 date the Court grants preliminary approval of the Settlement or December 31, 2023, whichever is
12 earlier.

13 **1.8** “Class Representative Enhancement Payment” means the amount to be awarded
14 by the Court pursuant to this Agreement to be paid to Plaintiff in recognition of her effort and
15 work in prosecuting the Action on behalf of the Class Members and others similarly situated,
16 and the associated risks of acting as a class representative. The Class Representative
17 Enhancement Payment shall be reported on an IRS Form 1099.

18 **1.9** “Class Settlement” means the settlement and resolution of the Released Claims,
19 except the PAGA Release.

20 **1.10** “Complaint” means both the First Amended Complaint filed by Plaintiff on or
21 about July 24, 2023 (which is attached to this Settlement Agreement as **Exhibit A**).

22 **1.11** “Defendants’ Counsel” shall mean Cooley LLP on behalf of Defendant AllWork
23 and Holland & Knight LLP on behalf of Defendant Dior.

24 **1.12** “Effective Date” means sixty-one (61) calendar days plus two court days after the
25 entry of the Final Approval Order and Judgment. However, in the event that an appeal or other
26 effort to obtain reconsideration or review has been initiated, the “Effective Date” shall instead
27 mean two court days after the date that such appeal or other reconsideration or review has been
28 finally concluded in favor of the Final Approval Order and Judgment and the Final Approval

Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.13 “Fairness Hearing” means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.14 “Final Approval Order and Judgment” means an order finally approving the Settlement as being fair, reasonable and adequate and certifying the Class. The proposed Final Approval Order and Judgment submitted to the Court for its approval shall be substantially similar to the form attached to this Settlement Agreement as **Exhibit D**.

1.15 “Gross Settlement Amount” means a non-reversionary common fund in the amount of one hundred sixty-seven thousand five hundred dollars and no cents (\$167,500.00), which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the PAGA Penalty Amount, all settlement payments to Settlement Class Members, and the Class Representative Enhancement Payment. Defendants shall separately pay any employer payroll taxes owed on the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

1.16 “Individual Settlement Amount” means the amount paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.17 “LWDA” means the California Labor and Workforce Development Agency.

1.18 “LWDA Payment” means seventy-five percent (75%) of the PAGA Penalty Amount, or twelve thousand five hundred and sixty-two dollars and fifty cents (\$12,562.50), to be paid to the LWDA.

1.19 “Net Settlement Fund” means the Gross Settlement Amount less the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the Class Representative Enhancement Payment, the LWDA Payment, and the PAGA Group Amount. To the extent the Court does not approve the full requested Class Counsel Award to Class Counsel, the Class Representative Enhancement Payment, or Settlement Administration Costs, the Net Settlement Fund will increase. Settlement payments to Settlement Class Members will come out of the Net Settlement Fund.

1 **1.20** “Notice” or “Class Notice” means the notice of the proposed Settlement terms, as
2 approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Class
3 Members. The Class Notice must be substantially similar to the form attached as **Exhibit C** and
4 contain: (a) information regarding the nature of the Action, (b) a summary of the terms of the
5 Agreement, (c) the definition of the Class, (d) the formula for calculating the Net Settlement Fund
6 (including the amounts sought for the Class Counsel Award, Class Representative Enhancement
7 Payment, Settlement Administration Costs and the LWDA Payment) and Individual Settlement
8 Amounts, (e) the individual Class Member’s estimated number of Workweeks worked for
9 Defendants during the Class Period and Gross Allocated Amount (as defined in Section 7.1), (f)
10 the dates which comprise the Class Period, (g) instructions on how to submit a Workweek
11 Dispute, Request for Exclusion, or Objection, and (h) the deadlines by which Workweek
12 Disputes, Requests for Exclusion, or Objections to the Agreement must be submitted to the
13 Settlement Administrator.

14 **1.21** “Objection” means a Class Member’s valid and timely written objection to the
15 Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and
16 number of the Action, (b) contain the Class Member’s name, current mailing address, most
17 current telephone number, and last four digits of their Social Security number, (c) state the basis
18 for the objection, (d) be signed by the Class Member, (e) be submitted to the Settlement
19 Administrator at the address specified in the Class Notice; and (f) be submitted with proof of
20 the submission date (such as a U.S. Postal Service postmark or another delivery service date
21 stamp) on or before the Response Deadline. If the Class Member intends to speak at the
22 Fairness Hearing, they must file a notice of intention to appear with the Court and provide a
23 copy of this notice and their Objection to counsel for both Parties. Notwithstanding the
24 requirement in the preceding sentence, any Settlement Class Member will be permitted to appear
25 and speak at the Fairness Hearing in order to have an Objection heard by the Court.

26 **1.22** “PAGA Group” shall mean all Class Members and thus refer to the following
27 group of individuals: “All California citizens currently or formerly jointly employed by
28

Defendants as non-exempt employees in the State of California at any time between September 1, 2022 and the date of preliminary approval or December 31, 2023, whichever date is earlier.”

1.23 “PAGA Group Amount” means twenty-five percent (25%) of the PAGA Penalty Amount, or four thousand one hundred and eighty-seven dollars and fifty cents (\$4,187.50), to be distributed and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

1.24 “PAGA Penalty Amount” means sixteen thousand seven hundred and fifty dollars and no cents (\$16,750.00) to be paid to settle any and all claims for which penalties under PAGA may be sought or are otherwise available, as set forth in Section 2.5 of this Agreement.

1.25 “Preliminary Approval Order” means the Court order granting preliminary approval of the Settlement Agreement. The proposed Preliminary Approval Order submitted to the Court for its approval shall be substantially similar to the form attached to this Settlement Agreement as **Exhibit B**.

1.26 “QSF” means the “Qualified Settlement Fund” which is an interest-bearing account designated and controlled by the Settlement Administrator as described in Section 2.1.

1.27 “Released Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint or operative complaint in the Action, letter(s) sent by Plaintiff to the LWDA, and ascertained in the course of the Action including any and all claims involving any alleged: failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and violation of Business and Professions Codes sections 17200 et seq.

1.28 “Released Parties” means Defendants and each of their respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint

1 venturers, predecessors, related entities, and assigns, and all other individuals and entities acting
2 on their behalf.

3 **1.29** “Releasing Parties” means Plaintiff and all Settlement Class Members, and each
4 of their successors, assigns, legatees, heirs, and personal representatives.

5 **1.30** “Request for Exclusion” means a timely and valid written request submitted by a
6 Class Member indicating that they request to be excluded from the Class Settlement. The
7 Request for Exclusion must: (a) state the case name and number of the Action, (b) set forth the
8 name, address, and telephone number of the Class Member requesting exclusion; (c) be signed
9 by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be postmarked
10 on or before the Response Deadline.

11 **1.31** “Response Deadline” means the deadline by which Class Members must submit
12 to the Settlement Administrator valid Workweek Disputes, Requests for Exclusion, or
13 Objections to the Agreement. Workweek Disputes, Requests for Exclusion, and Objections to
14 the Agreement must be submitted with proof of the submission date (such as a U.S. Postal
15 Service postmark or another delivery service date stamp) on or before the Response Deadline.
16 The Response Deadline shall be forty-five (45) calendar days from the initial mailing of the
17 Class Notice to Class Members pursuant to Section 4. In the event of a re-mailed Class Notice,
18 the Response Deadline will be extended an additional fifteen (15) calendar days for that
19 individual Class Member.

20 **1.32** “Settlement Class Member(s)” means a Class Member who has not opted out of
21 the Class Settlement by submitting a valid and timely Request for Exclusion.

22 **1.33** “Workweek Dispute” means the written letter that a Class Member must submit
23 to the Settlement Administrator with proof of the submission date (such as a U.S. Postal Service
24 postmark or another delivery service date stamp) on or before the Response Deadline, if they
25 wish to dispute the number of Workweeks credited to them. The Workweek Dispute must: (a)
26 state the case name and number of the Action, (b) set forth the Class Member’s name, address,
27 and telephone number; (c) be signed by the Class Member; (d) include any documentary
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evidence showing that the Workweek information is inaccurate, and (e) be postmarked or submitted to the Settlement Administrator on or before the Response Deadline.

1.34 “Total Workweeks” is the total number of estimated Workweeks worked by all Settlement Class Members during the Class Period.

1.35 “Workweek” is defined to consist of 5 shifts worked by a Class Member.

2. SETTLEMENT RELIEF AND RELEASES

2.1 Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount (\$167,500.00) into the QSF within five (5) business days after the Effective Date. Defendants shall separately pay any employer payroll taxes owed on the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

(a) The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator shall open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1 and satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator shall treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this section.

(b) The Gross Settlement Amount shall be used to pay all amounts contemplated or required by this Agreement, including the Class Representative Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all payments to Settlement Class Members.

1 (c) Defendants or the Settlement Administrator will calculate the amounts to
2 be paid to Settlement Class Members in accordance with the terms and provisions of this
3 Agreement and in accordance with applicable state and federal law (including tax regulations).

4 (d) No person or entity shall have any claim against Defendants, Defendants'
5 Counsel, any of the Released Parties, Plaintiff, Class Members, Class Counsel or any Settlement
6 Administrator based on distributions and payments made in accordance with this Agreement.

7 **2.2** Class Counsel Award. Subject to Court approval, Defendants agree not to object to
8 Class Counsel's request for attorneys' fees of up to one-third of the Gross Settlement Amount
9 (i.e., $\$167,500.00/3 = \$55,833.33$) to cover all attorneys' fees. Plaintiff and Class Counsel agree
10 to not seek an award of greater than one-third of the Gross Settlement Amount (i.e., $\$55,833.33$)
11 for fees and that Defendants will not be obligated to pay any award in excess of one-third of the
12 Gross Settlement Amount. Subject to Court approval, Defendants agree not to object to Class
13 Counsel's request for reasonable litigation costs of up to twenty thousand dollars and no cents
14 ($\$20,000.00$). Class Counsel will file any papers supporting the request for the Class Counsel
15 Award with the Court sixteen (16) court days prior to the Fairness Hearing. Class Counsel shall
16 provide the Settlement Administrator their current and valid Form W-9 within five (5) business
17 days of the Effective Date. If the Court approves the Settlement of this Action and a payment of a
18 Class Counsel Award, and so long as Class Counsel has timely provided the Settlement
19 Administrator with their current and valid Form W-9, Class Counsel shall be paid the Class
20 Counsel Award approved by the Court out of the QSF within ten (10) business days after the
21 Effective Date.

22 **2.3** Class Representative Enhancement Payment. Plaintiff agrees not to petition the
23 Court for more than ten thousand dollars and no cents ($\$10,000.00$) for a Class Representative
24 Enhancement Payment. While Defendants do not object to a reasonable Class Representative
25 Enhancement Payment, it takes no position on the propriety of the amount sought by Plaintiff.
26 Plaintiff will file any papers supporting the request for a Class Representative Enhancement
27 Payment with the Court at least sixteen (16) court days prior to the Fairness Hearing. Plaintiff
28 shall provide the Settlement Administrator a current and valid Form W-9 within five (5) business

1 days of the Effective Date. If the Court approves the Settlement of this Action and a Class
2 Representative Enhancement Payment, so long as Plaintiff has timely provided the Settlement
3 Administrator a current and valid Form W-9, the Settlement Administrator shall pay the Class
4 Representative Enhancement Payment awarded by the Court to Plaintiff from the QSF within ten
5 (10) business days after the Effective Date. Plaintiff acknowledges that she has obtained no tax
6 advice from Defendants or Defendants' Counsel, and that Defendants and Defendants' Counsel
7 have not made any representation concerning the tax consequences, if any, of the Class
8 Representative Enhancement Payment. Plaintiff agrees that she is solely responsible for the tax
9 consequences of the Class Representative Enhancement Payment.

10 **2.4** Reduction in Class Representative Enhancement Payment or the Class Counsel
11 Award. In the event that the Court (or any appellate court) awards less than the amount requested
12 for the Class Counsel Award or the Class Representative Enhancement Payment, only the
13 awarded amounts shall be paid and shall constitute satisfaction of those obligations and full
14 payment thereunder, and any remaining or un-awarded portion of the requested Class Counsel
15 Award and/or the Class Representative Enhancement Payment shall be allocated to the Settlement
16 Class Members pursuant to the terms of Section 7. To the extent the Court does not approve any
17 or all of the amount of the Class Counsel Award and/or the Class Representative Enhancement
18 Payment, the Settlement shall remain binding, and this will not be a justification for Plaintiff to
19 withdraw from the Settlement. Plaintiff shall not have the right to revoke the Settlement
20 Agreement if the Court reduces or does not approve the requested Class Counsel Award, although
21 Plaintiff shall retain the right to appeal any reduction of the Class Counsel Award. Any reduction
22 of the amount of the Class Counsel Award and/or the Class Representative Enhancement
23 Payment by the Court or by an appellate court shall not affect any of the Parties' other rights and
24 obligations under this Agreement.

25 **2.5** Payment And Allocation Of The PAGA Penalty Amount. Sixteen thousand seven
26 hundred fifty dollars and no cents (\$16,750.00) (the "PAGA Penalty Amount"), representing ten
27 percent (10%) of the Gross Settlement Amount, will be paid from the Gross Settlement Amount
28 for the settlement, release and discharge of any and all claims for which penalties under PAGA

1 may be sought or could otherwise be available to any member of the PAGA Group as stated in
2 Section 2.8. Pursuant to the express requirements of California Labor Code section 2699(i), the
3 PAGA Penalty Amount shall be allocated as follows: (i) twelve thousand five hundred and sixty-
4 two dollars and fifty cents (\$12,562.50) (75%) to be paid to the LWDA (the “LWDA Payment”);
5 and (ii) four thousand one hundred and eighty-seven dollars and fifty cents (\$4,187.50) (25%)
6 (the “PAGA Group Amount”) for distribution to the PAGA Group. The LWDA Payment and the
7 PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator within ten
8 (10) business days after the Effective Date.

9 **2.6 Release of Claims by Plaintiff.** Upon entry of the final order and judgment
10 following the Fairness Hearing, Plaintiff and each of her successors, assigns, legatees, heirs, and
11 personal representatives waive, release, forever discharge, and will not pursue any manner of
12 action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise,
13 liability, or remedy of any nature whatsoever (including without limitation any damages, charges,
14 penalties, losses, costs, expenses, and attorneys’ fees), whether in law or in equity, under contract,
15 tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal,
16 state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions
17 or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent,
18 against Defendants or any of the Released Parties. However, this release shall not apply to claims
19 for workers’ compensation benefits, unemployment insurance benefits, pension or retirement
20 benefits, or any other claim or right that cannot be waived or released as a matter of law. In
21 addition, Plaintiff, and each of Plaintiff’s successors, assigns, legatees, heirs, and personal
22 representatives, expressly waive and relinquish, to the fullest extent permitted by law, the
23 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
24 provision under federal or state law, which provides:

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

1 Plaintiff agrees that this waiver is an essential and material term of this release and the settlement
2 that underlies it and that without such waiver the settlement would not have been accepted.

3 **2.7 Release of Claims by Class Members.** Upon the Effective Date, all Releasing
4 Parties shall waive and forfeit, and be deemed to have fully, finally and forever released and
5 discharged all Released Claims arising during the Class Period against all Released Parties.

6 **2.8 PAGA Release.** Upon entry of the final order and judgment following the fairness
7 hearing, Plaintiff and all Class Members shall on behalf of themselves and on behalf of the
8 LWDA waive, release, and forever discharge the Released Parties from any kind of claim or
9 action for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code
10 section 2698, et seq.) during the period from September 1, 2022 and the date the Court grants
11 preliminary approval of the settlement or December 31, 2023, whichever date is earlier, based on
12 or arising out of the factual allegations of the First Amended Complaint or operative complaint in
13 the Action and letter(s) sent by Plaintiff to the LWDA including, but not limited to, any and all
14 claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.7, 510, 512,
15 1174, 1174.5, 1194, 1197, 1198, 2570.3, 2698, 2699, 2699.3, and 2699.5.

16 **3. PRELIMINARY APPROVAL PROCESS**

17 **3.1 Preliminary Approval Hearing.** Within twenty (20) court days after this Agreement
18 is fully executed, Plaintiff shall file a motion for preliminary approval seeking an order from the
19 Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary
20 approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv)
21 appointing Plaintiff as class representative for settlement purposes only; and (v) appointing the
22 law firm of Aegis Law Firm, PC as Class Counsel for settlement purposes only. Defendants will
23 not oppose Plaintiff seeking conditional certification of the Class for settlement purposes only.
24 Plaintiff shall provide a copy of the Agreement to the LWDA, pursuant to California Labor Code
25 section 2699(l)(2), at the same time that it is submitted to the Court.

26 **3.2 Preliminary Approval of Notice.** In conjunction with the motion for entry of the
27 Preliminary Approval Order, Plaintiff shall submit for Court approval the proposed Class
28 Notice. The Preliminary Approval Order shall also provide for the Class Notice to be sent to all

1 Class Members by the Settlement Administrator.

2 **3.3 Preliminary Approval Briefing.** Class Counsel shall draft the motion for
3 preliminary approval of the Settlement and provide Defendants with a copy of the draft
4 preliminary approval papers at least five (5) court days prior to filing so that Defendants may
5 provide any comments to the drafts. Defendants shall be permitted, but are not required, to file
6 their own briefs in support of the Preliminary Approval Order.

7 **4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR EXCLUSION**

8 **4.1 Delivery of the Class List.** Within ten (10) calendar days after entry of the
9 Preliminary Approval Order, Defendants shall provide the Class List to the Settlement
10 Administrator.

11 **4.2 Notice by First-Class U.S. Mail.** Within thirty (30) calendar days after entry of
12 the Preliminary Approval Order, the Settlement Administrator shall mail the Class Notice via
13 First-Class U.S. Mail to all Class Members for whom it has a valid U.S. Postal address. Each
14 Class Member's Class Notice shall include the number of Workweeks with which the Class
15 Member has been credited.

16 **4.3 Updating of Contact Information in the Class List.** After receiving the Class List
17 and prior to mailing the Class Notice, the Settlement Administrator shall perform a search based
18 on the National Change of Address Database for information to update and correct for any
19 known or identifiable address changes. If the Settlement Administrator determines that a Class
20 Member has more than one address and it cannot reasonably determine which address is the
21 most current, the Settlement Administrator shall mail the Class Notice to all such addresses.

22 **4.4 Re-Mailing of Notice.** Any Class Notice returned to the Settlement Administrator
23 as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class
24 U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices returned to
25 the Settlement Administrator without a forwarding address, the Settlement Administrator shall
26 make an attempt to locate an address by way of skip-trace and promptly re-mail the returned
27 Class Notice via First-Class U.S. Mail.

1 **4.5 Workweek Dispute Procedure.** To dispute the number of Workweeks with which
2 they have been credited, a Class Member must timely submit a Workweek Dispute to the
3 Settlement Administrator by the Response Deadline. The Workweek Dispute may be submitted
4 by U.S. Mail or other delivery service. The submission date is deemed to be, in the case of
5 submission by U.S. Mail or other delivery service, the date the Workweek Dispute is sent, as
6 evidenced by the postmark or other delivery service date stamp. Class Members who timely
7 submit Workweek Disputes may produce evidence to the Settlement Administrator showing
8 that the Workweek information is inaccurate. The Settlement Administrator shall decide the
9 dispute. Defendants' records will be presumed correct, but the Settlement Administrator will
10 evaluate the evidence submitted by the Class Member and will make the final decision as to the
11 merits of the dispute. The Settlement Administrator may ask Defendants to produce additional
12 information regarding the Class Member disputing their credited Workweeks for the purpose of
13 resolving the dispute. Defendants shall strive to provide such information within five (5)
14 business days of the Settlement Administrator's request. It is understood and agreed that any
15 decision by the Settlement Administrator shall not operate to increase the Gross Settlement
16 Amount unless resolution of the Workweek Dispute causes the Workweeks threshold in Section
17 6.2 to be exceeded.

18 **4.6 Request for Exclusion Procedures.** Any Class Member wishing to opt out of the
19 Class Settlement must submit by U.S. Mail or other delivery service a written and signed
20 Request for Exclusion to the Settlement Administrator (at the address set forth in the Class
21 Notice) containing all the information required by Section 1.28 of this Agreement, on or before
22 the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the
23 postmark or other delivery service date stamp, shall be the exclusive means to determine
24 whether a Request for Exclusion has been timely submitted. Class Members who submit a
25 timely and valid Request for Exclusion will not be bound by the Class Settlement and will have
26 no standing to object to the Settlement; however, they will be bound by the PAGA Release. As
27 described in Sections 7.2 and 7.3, all Class Members will be entitled to a pro rata share of the
28 PAGA Group Amount regardless of whether they opt out under this Section 4.6. If more than

1 thirty-five (35) Class Members timely and validly opt out of the Settlement, Defendants may
2 elect to terminate the Agreement. If Defendants terminate the Agreement under this provision,
3 Defendants will bear any of the already incurred costs of the provision of notice and third party
4 settlement administration. In such event, this Agreement shall be null and void and have no
5 force or effect.

6 **4.7 Objection Procedures.** To object to the Class Settlement or the Agreement, a
7 Settlement Class Member must submit a valid Objection, by U.S. Mail or other delivery service,
8 to the Settlement Administrator (at the address set forth in the Class Notice) on or before the
9 Response Deadline. The Objection must be signed by the Settlement Class Member and contain
10 all information required by Section 1.21 of this Agreement. The date the Objection is sent, as
11 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
12 determine whether an Objection has been timely submitted. If a Class Member intends to speak
13 at the Fairness Hearing, they must file a notice of intention to appear with the Court and
14 provide a copy of the notice and their Objection to counsel for both Parties. Notwithstanding the
15 requirement in the preceding sentence, any Settlement Class Member will be permitted to appear
16 and speak at the Fairness Hearing in order to have an Objection heard by the Court. Class
17 Members who fail to object in the manner specified in this Agreement shall be deemed to have
18 waived all objections to the Agreement and shall be foreclosed from making any objections
19 (whether by appeal or otherwise) to the Settlement.

20 **4.8 Settlement Administration Reports.** The Settlement Administrator shall provide
21 Defendants' Counsel and Class Counsel a weekly report which certifies the number of Class
22 Members who have submitted (i) Workweek Disputes, (ii) Requests for Exclusion, and (iii)
23 Objections. Additionally, within five (5) calendar days of the Response Deadline, the
24 Settlement Administrator will provide to Defendants' Counsel and Class Counsel a report
25 containing the above-mentioned information ("Final Response Report"). The Settlement
26 Administrator will also provide to counsel for both Parties any updated reports regarding the
27 administration of the Agreement as needed or requested by either Party individually, or by the
28 Parties jointly, subject to the terms of this Agreement.

1 **4.9** Notice Sufficient. The Parties agree not to engage in any other form of non-Court-
2 sanctioned notification or publicity relating to this Settlement or the Action.

3 **4.10** No Solicitation of Settlement Objections or Exclusions. The Parties agree that at
4 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
5 Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final
6 Approval Order and Judgment.

7 **4.11** Certification of Completion. The Settlement Administrator shall provide a
8 written declaration under oath certifying the completion of its notice-related tasks no later than
9 twenty-one (21) calendar days after the Response Deadline.

10 **5. FAIRNESS HEARING; JUDGMENT**

11 **5.1** Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon
12 expiration of the deadlines to submit Shift Disputes, Requests for Exclusion, or Objections to the
13 Agreement as described above, a Fairness Hearing shall be conducted to determine whether the
14 Court should enter a Final Approval Order and Judgment, providing for, among other things,
15 payment of Individual Settlement Amounts to Settlement Class Members and the amounts
16 properly payable for (i) the Class Counsel Award; (ii) the Class Representative Enhancement
17 Payment; (iii) the PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff
18 shall request that the Fairness Hearing be held between ninety-five (95) and one hundred twenty
19 (120) calendar days after entry of the Preliminary Approval Order, subject to the Court's
20 availability.

21 **5.2** Judgment and Continued Jurisdiction. Pursuant to California Rules of Court,
22 Rule 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the
23 judgment to the Court for its approval. After entry of the judgment, the Court shall have
24 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
25 of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such post-
26 judgment matters as may be appropriate under court rules or applicable law, or as set forth in
27 this Agreement.
28

1 **5.3** Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and
3 valid Request for Exclusion shall be bound by all of the terms of the Agreement, including
4 those pertaining to the Released Claims, as well as any order that may be entered by the Court
5 if it grants final approval of this Agreement. Notwithstanding the submission of any timely and
6 valid Request for Exclusion, all Class Members (including the PAGA Group) will be bound by
7 the PAGA Release under the Final Approval Order and Judgment pursuant to *Arias v. Superior*
8 *Court*, 46 Cal. 4th 969 (2009).

9 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT**

10 **6.1** Defendants' Right to Revoke. Defendants may terminate and withdraw from this
11 Agreement at any time prior to the date the Court's approval of the Agreement becomes "final"
12 (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion
13 that Defendants are required to pay more than the Gross Settlement Amount (except as provided
14 in Section 6.2); (b) the Court makes an order inconsistent with any of the terms of this Agreement
15 including, but not limited to, certifying for settlement purposes a class or representative action
16 that is different from the Class defined in Section 1.1 or PAGA Group defined in Section 1.22, or
17 any modification relating to the release of all claims (except for an order reducing the Class
18 Counsel Award or the Class Representative Enhancement Payment); (c) following the signing of
19 this Agreement, any court certifies, whether on a conditional basis or not, a class, collective, or
20 representative action involving a claim covered by this Agreement; (d) any government
21 department or agency raises objections to the terms in the Agreement or otherwise indicates that it
22 intends to pursue remedies beyond those contemplated by the Agreement; or (e) more than thirty-
23 five (35) Class Members timely and validly opt out of the Class. If Defendants terminate and
24 withdraw under this provision, Defendants will bear any of the already incurred Settlement
25 Administration Costs. In the event that the basis for withdrawal is a Court order as described in
26 items (a) and (b) above, Defendants must provide written notice to Plaintiff of its intent to
27 terminate and withdraw within one (1) week of the date on which the offending order is filed.
28

1 Failure to provide timely notice will serve as a waiver of the right to revoke under the
2 circumstances described in item (a) or (b) above.

3 **6.2** Modification Based on Increase in Number of Workweeks. Defendants have
4 estimated that the total number of Workweeks worked by Class Members during the relevant
5 period as of the date of the mediation (September 13, 2023) does not exceed 6,000 Workweeks. If
6 the number of Workweeks increases by more than 10% (i.e., by more than 600 Workweeks)
7 through the date of December 31, 2023, then the Gross Settlement Amount shall increase by
8 \$27.92 for each additional Workweek over 6,600.

9 **6.3** Action Status if Settlement Not Approved. This Agreement is being entered into
10 for Settlement purposes only. In the event that [1] Defendants invokes their rights under Sections
11 4.6 or 6.1 of this Agreement, [2] the Court conditions its approval of either the Preliminary
12 Approval Order or the Final Approval Order and Judgment on any modifications of this
13 Agreement that are not acceptable to all Parties (including, but not limited to, any modification of
14 the Class or the claims and penalties being released) except for any reduction of the Class
15 Counsel Award or the Class Representative Enhancement Payment, [3] the Court does not
16 approve the Settlement Agreement or enter the Final Approval Order and Judgment, or [4] the
17 Court's approval of this Agreement does not become "final" for any reason, then this Agreement
18 will be deemed null and void *ab initio*. In that event, (a) the Preliminary Approval Order, and/or
19 Final Approval Order and Judgment, and all of its or their provisions will be vacated by its or
20 their own terms, including, but not limited to, vacating conditional certification of the Class,
21 conditional appointment of Plaintiff as a class representative and conditional appointment of
22 Aegis Law Firm, PC as Class Counsel, (b) the Action will revert to the status that existed before
23 the execution date of the Memorandum of Understanding, and (c) no term or draft of the
24 Memorandum of Understanding or this Agreement contemplated by it, or any part of the Parties'
25 settlement discussions, negotiations or documentation will have any effect or be admissible into
26 evidence for any purpose in the Action or any other proceeding. If the Court does not approve this
27 Agreement or enter the Final Approval Order and Judgment for any reason, or if the Court's
28 approval of this Agreement does not become "final" for any reason, Defendants shall retain all

1 their rights to object to the maintenance of the Action as a class and/or representative action, and
2 nothing in the Memorandum of Understanding or this Agreement contemplated by it or other
3 papers or proceedings related to the Memorandum of Understanding or this Agreement
4 contemplated by it shall be used as evidence or argument by any Party concerning whether the
5 Action may properly be maintained as a class and/or representative action.

6 **7. DISTRIBUTION**

7 **7.1 Individual Settlement Amounts Calculations.** The Individual Settlement Amount
8 is based upon the approximate number of Workweeks each Settlement Class Member worked
9 as a Class Member during the Class Period. Individual Settlement Amounts shall be calculated
10 and apportioned by the Settlement Administrator as follows:

11 (a) The Settlement Administrator shall determine the number of
12 Workweeks during the Class Period for each Settlement Class Member based on the Class List
13 provided by Defendants.

14 (b) The Settlement Administrator shall divide the Net Settlement Fund
15 by the number of Total Workweeks to derive the “Workweek Value.”

16 (c) For each Settlement Class Member, the Settlement Administrator
17 shall multiply the determined number of Workweeks that Class Member worked during the
18 Class Period by the Workweek Value. The resulting figure shall be the “Individual Settlement
19 Amount” for each such Settlement Class Member.

20 (d) 30% of each Settlement Class Member’s Individual Class Payment
21 will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions
22 are subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each
23 Settlement Class Member’s Individual Class Payment will be allocated to settlement of
24 claims for [e.g., interest and penalties] (the “Non-Wage Portion”). The Non-Wage
25 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
26 Settlement Class Members assume full responsibility and liability for any employee taxes
27
28

1 owed on their Individual Class Payment. Defendants shall separately pay any and all
2 employer payroll taxes owed on the wage portions of the Individual Settlement Amount.

3 **7.2** Distribution of the PAGA Group Amount. The Settlement Administrator shall
4 divide the PAGA Group Amount by the number of Total Workweeks to derive the PAGA
5 Workweek Value. For each Class Member, the Settlement Administrator shall multiply the
6 determined number of Workweeks that Class Member worked during the Class Period by the
7 PAGA Workweek Value. The resulting figure shall be the “Individual PAGA Settlement
8 Amount” for each Class Member.

9 **7.3** Distribution Timing of Individual Settlement Amounts and the PAGA Group
10 Amount. Individual Settlement Amounts shall be paid by check and mailed to Settlement Class
11 Members within ten (10) business days following the Effective Date. Individual PAGA
12 Settlement Amounts shall be paid by check and mailed to Class Members within ten (10)
13 business days following the Effective Date. If administratively feasible, the Settlement
14 Administrator will combine into one check a Settlement Class Member’s Individual Settlement
15 Amount and Individual PAGA Settlement Amount.

16 **7.4** Uncashed Settlement Checks. If any checks mailed to Class Members remain
17 uncashed after the expiration of 180 days, or an envelope mailed to a Class Member is returned
18 and no forwarding address can be located for the Class Member after reasonable efforts have
19 been made (including, but not limited to, skip tracing), then any such funds shall be transmitted
20 to the Settlement Administrator and distributed in accordance with California Code of Civil
21 Procedure section 384 to the following cy pres recipient: Los Angeles County Bar Association
22 Domestic Violence Legal Services Project. Any Class Member who fails to timely cash or
23 deposit their check(s) shall remain subject to the terms of the Settlement, including without
24 limitation all releases contained herein, and the Final Approval Order and Judgment from the
25 Court.

26 **7.5** Effect of Cashing or Depositing Checks. The Complaint does not allege claims
27 under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”) and is thus not an FLSA
28 “action” under 29 U.S.C. § 216(b). The Parties agree this is an “opt-out” action under the

1 California Code of Civil Procedure that does not require an “opt-in” procedure to bind Class
2 Members to the terms of the Settlement, which includes the release of Released Claims as defined
3 in Sections 1.31 and 2.7. Nevertheless, and without prejudice to this position and without
4 changing the nature of this action, the Parties agree that Settlement Class Members who cash or
5 deposit an Individual Settlement Amount check are deemed to “opt-in” to the Settlement. Each
6 Individual Settlement Amount check to Settlement Class Members shall be affixed with the
7 following language as further notice: “By cashing or depositing this check, I confirm my consent
8 to the Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C.
9 § 201 et seq. (“FLSA”).”

10 **8. MISCELLANEOUS PROVISIONS**

11 **8.1 Cooperation.** The Parties shall cooperate fully with one another in seeking
12 approval of the Court of this Settlement and to use their respective best efforts to consummate the
13 Settlement and cause the Preliminary Approval Order and Final Approval Order and Judgment to
14 be entered and to become final. The Parties therefore agree to cooperate in good faith to promptly
15 prepare, execute and finalize all Settlement-related documents, seek all necessary Court
16 approvals, and do all other things necessary to consummate the Settlement. No Party to this
17 Agreement shall seek to evade his, her, or its good faith obligations to seek approval and
18 implementation of this Settlement by virtue of any ruling, order, governmental report or other
19 development, whether in the Action, in any other litigation or otherwise that hereafter might
20 occur and might be deemed to alter the relative strengths of the Parties with respect to any claims
21 or defenses or their relative bargaining power with respect to negotiating.

22 **8.2 Further Assurances.** The Parties must execute and deliver any additional papers,
23 documents and other assurances, and must do any other acts reasonably necessary, to perform
24 their obligations under this Settlement Agreement and to carry out its expressed intent. The
25 Parties and their counsel will cooperate with each other and use their best efforts to effect the
26 implementation of this Agreement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement this Agreement, or on any supplemental
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provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the last day for a Class Member to submit any document under this Agreement falls on a Sunday or Federal holiday, the deadline will be extended to the next day on which the U.S. Postal Service is open.

8.4 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

8.5 Confidentiality. Plaintiff and Class Counsel will keep the Settlement Agreement and related documents, and their settlement negotiations (including, but not limited to, the negotiations in the course of mediation), confidential and will not disclose that information to any third party until such time as Plaintiff files the motion seeking entry of the Preliminary Approval Order. Plaintiff and Class Counsel will make no comments of any kind regarding the Settlement Agreement to the press/media, or for purposes of advertising. Plaintiff and Class Counsel agree that they will not issue any press releases or post any statements regarding the Settlement Agreement on any websites or initiate any contact with the media. If Plaintiff and/or Class Counsel are contacted by the media, or any other third party, regarding the Settlement Agreement, they may only advise that the Action has been amicably resolved and refer them to the public filings in the Action. Plaintiff and Class Counsel agree that they will not disclose the terms of the Settlement Agreement on any websites or in any other materials not necessary for the facilitation of the Settlement Agreement. Plaintiff and Class Counsel shall retain the right to discuss the Settlement Agreement with the Parties and the Class. Class Counsel may put publicly available information about the settlement in any description of their experience filed with a court. Plaintiff and Class Counsel agree to maintain the confidentiality of any non-public information exchanged pursuant to the Parties' stipulated protective order and that they will not disclose any settlement or mediation privileged communications. Plaintiff and Class Counsel also agree and acknowledge that any breach of this Section 8.5 may cause irreparable harm or damage to Defendants that is

1 difficult to ascertain, and thus Plaintiff and Class Counsel agree that any breach of this Section
2 8.5 shall give Defendants the right to obtain injunctive or other applicable equitable relief, in
3 addition to any other remedies available in law or equity.

4 **8.6** Non-Disparagement. Plaintiff further agrees that she shall not commit any act or
5 make any statement that is, or could reasonably be interpreted as, detrimental to the business,
6 reputation, or good will of Defendants, including making any negative or disparaging statements
7 about its business, or its officers, directors, agents, and/or other personnel (past and present).
8 Plaintiff acknowledges that, notwithstanding the foregoing, she may respond accurately and fully
9 to any request for information if required by legal process or in connection with a government
10 investigation. Further, nothing in this provision or this Agreement is intended to prohibit or
11 restrain Plaintiff in any manner from making disclosures protected under the whistleblower
12 provisions of federal or state law or from exercising rights to engage in protected speech under
13 Section 7 of the National Labor Relations Act, if applicable. Plaintiff also acknowledges the
14 terms of this Settlement Agreement shall not preclude her from advocating in favor of Court
15 approval of the Settlement.

16 **8.7** Grammar. The neuter form of a pronoun shall be considered to include within its
17 meaning the masculine and feminine forms of the pronoun, and vice versa.

18 **8.8** No Conflict Intended. Any inconsistency between this Settlement Agreement and
19 the attached exhibits will be resolved in favor of this Settlement Agreement.

20 **8.9** Headings and Formatting of Definitions. The various headings used in this
21 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret
22 this Settlement Agreement. The headings and the formatting of the text in the definitions do not
23 define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

24 **8.10** Interim Stay of Proceedings. The Parties agree to refrain from further litigation
25 of the Action, except such proceedings necessary to implement and obtain entry of the Final
26 Approval Order and Judgment. The Parties shall jointly seek to stay all dates and deadlines in
27 the Action pending final approval of this Stipulation. The Parties further agree that the mutual,
28

1 voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary
2 Approval Order or the Final Approval Order and Judgment are denied by the Court.

3 **8.11 No Injunctive Relief Against Defendants.** As part of this Settlement Agreement,
4 Defendants shall not be required to enter any consent decree, nor shall Defendants be required
5 to agree to any provision of injunctive relief.

6 **8.12 Waiver of Appeal.** The Parties, their respective counsel, and all Settlement Class
7 Members who did not object to the Settlement as provided in this Settlement Agreement, agree to
8 waive appeals of an order granting final approval of this Settlement Agreement or entering
9 judgment in this Action so long as such order is consistent with the material terms of this
10 Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or
11 appeals.

12 **8.13 Class List.** Within seven (7) months after the Effective Date and completion of
13 the administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1,
14 all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any
15 portion thereof, including any updated Class Member contact information obtained via, e.g., the
16 National Change of Address database, shall be returned to Defendants by the Settlement
17 Administrator.

18 **8.14 Entire Agreement.** This Agreement and any attached Exhibit constitutes the
19 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
20 agreements may be deemed binding on the Parties.

21 **8.15 Amendment or Modification.** This Agreement may be amended or modified only
22 by a written instrument signed by counsel for all Parties or their successors-in-interest and if
23 after entry of the Preliminary Approval Order, as approved by the Court.

24 **8.16 Real Party in Interest.** In executing this Settlement Agreement, the Parties warrant
25 and represent that they, including Plaintiff in her representative capacity on behalf of the Class,
26 PAGA Group and all others alleged to be similarly situated, are the only persons having any
27 interest in the claims asserted in the Action. Neither these claims, nor any part of these claims,
28 have been assigned, granted, or transferred in any way to any other persons.

1 **8.17 Authorization to Enter Into Agreement.** Counsel for all Parties warrant and
2 represent they are expressly authorized by the Party whom they represent to negotiate this
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
5 to effectuate the terms of this Agreement.

6 **8.18 Voluntary Agreement.** The Parties have negotiated the settlement at arms-length
7 and in good faith, with assistance from Michael Loeb, a respected mediator, and have executed
8 this Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

9 **8.19 Dispute Resolution.** The Parties agree to have mediator Michael Loeb seek to
10 resolve any and all disputes that may arise in connection with interpreting the terms of this
11 Settlement Agreement. In the event mediator Loeb is unavailable, the Parties shall cooperate in
12 good faith to identify another mediator. Defendants and Class Counsel shall split equally and
13 pay for any mediator fees and costs associated with seeking mediator assistance pursuant to this
14 Section 8.19. Under no circumstances shall any mediator fees or costs incurred pursuant to this
15 Section 8.19 be taken out of the Gross Settlement Amount.

16 **8.20 Cooperation and Drafting.** The Parties have cooperated in the drafting and
17 preparation of this Agreement. Hence, in any construction made to this Agreement, the same
18 shall not be construed against any of the Parties.

19 **8.21 Change of Time Periods.** All time periods and dates described in this Settlement
20 Agreement are subject to the Court's approval. These time periods and dates may be changed by
21 the Court or by the Parties' written agreement without notice to the Class.

22 **8.22 Binding on Successors and Assigns.** This Agreement shall be binding upon and
23 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
24 successors and/or assigns.

25 **8.23 California Law Governs.** All terms of this Agreement and Exhibits hereto shall
26 be governed by and interpreted according to the laws of the State of California.

27 **8.24 Execution and Counterparts.** This Agreement may be executed in counterparts
28 which shall be deemed to be part of one original, and facsimile and electronic image copies of

1 signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S.
2 federal ESIGN Act of 2000) or other transition method shall be equivalent to original
3 signatures.

4 **8.25 Enforceability.** The Parties intend this to be a binding, enforceable and
5 admissible settlement agreement under California Code of Civil Procedure section 664.6 and
6 California Evidence Code section 1123(b).

7 **8.26 Inadmissibility.** This Settlement Agreement, whether approved or not approved,
8 revoked, or made ineffective for any reason, and any proceedings related to this settlement and
9 any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing
10 whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or
11 other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither
12 this Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered
13 or received in evidence as an admission, concession or presumption that class certification is
14 appropriate, except to the extent necessary for the consummation of this Agreement.

15 **8.27 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this
16 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
17 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary
18 to any releases contained herein, including the release of the Released Claims and the PAGA
19 Release.

20 **8.28 Defendants' Position.** Defendants state they have acted lawfully at all times and
21 their policies and practices have been lawful, fair and consistent with all relevant laws, rules, and
22 regulations. Defendants deny all claims as to liability, damages, penalties, interest, fees,
23 restitution, injunctive relief and all other forms of relief as well as the class allegations asserted in
24 the Action. To the extent this Agreement is deemed void, Defendants do not waive, but rather
25 expressly reserves, all rights to challenge all such claims and allegations in the Action upon all
26 procedural and factual grounds, including without limitation the ability to challenge class,
27 collective, and representative action treatment on any grounds, as well as asserting any and all
28 other potential defenses or privileges. Plaintiff and her counsel agree that Defendants retain and

1 reserve these rights. Specifically, Plaintiff and her counsel agree not to argue or present any
 2 argument that, in the event this Agreement is not approved in full, Defendants could not oppose
 3 any class or collective certification motion, file a later motion for de-certification, contest any
 4 class action or collective certification on any grounds, or assert any and all other potential
 5 defenses and privileges if any or all of the Action were to proceed. Plaintiff and her counsel
 6 hereby waive such arguments and agree they will not take a position contrary to this provision.

7 **8.29** No Admission of Liability. Nothing in the Memorandum of Understanding or the
 8 Settlement Agreement may be construed as an admission or concession on any point of fact or
 9 law by or against any Party.

10
11
12 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

13
14
15 **PLAINTIFF ELIZABETH GURUMDZHYAN**

16 Dated: 10/13/2023 _____

DocuSigned by:



17 Elizabeth Gurumdzhyan

18
19 **ALLWORK, INC.**

20
21 Dated: _____

22
23 Please Print Name of Authorized Signatory

24
25 **CHRISTIAN DIOR PERFUMES LLC**

26 Dated: _____

27
28 Please Print Name of Authorized Signatory

1 reserve these rights. Specifically, Plaintiff and her counsel agree not to argue or present any
 2 argument that, in the event this Agreement is not approved in full, Defendants could not oppose
 3 any class or collective certification motion, file a later motion for de-certification, contest any
 4 class action or collective certification on any grounds, or assert any and all other potential
 5 defenses and privileges if any or all of the Action were to proceed. Plaintiff and her counsel
 6 hereby waive such arguments and agree they will not take a position contrary to this provision.

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12 **SIGNATURES - READ CAREFULLY BEFORE SIGNING**

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14
15 **PLAINTIFF ELIZABETH GURUMDZHYAN**

16 Dated: _____

17 _____
Elizabeth Gurumdzhyan

18
19 **ALLWORK, INC.**

20
21 Dated: November 13, 2023

22 *Matt Wenzler*

23 _____
Matt Wenzler

24 Please Print Name of Authorized Signatory

25 **CHRISTIAN DIOR PERFUMES LLC**

26 Dated: 11/16/2023

27 DocuSigned by:

28 *Mary ROCHA*

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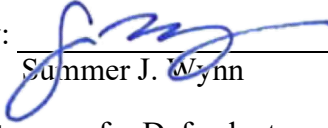
Mary ROCHA

Please Print Name of Authorized Signatory

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: November 13, 2023

COOLEY LLP

4
5 By: 

Summer J. Wynn

6
7 Attorneys for Defendant
ALLWORK, INC.

8 Dated: _____

HOLLAND & KNIGHT LLP

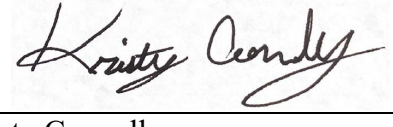
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10 By: _____

Tina Tellado

11
12 Attorneys for Defendant
CHRISTIAN DIOR PERFUMES LLC

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14 Dated: 11/13/2023

AEGIS LAW FIRM, PC

15
16 By: 

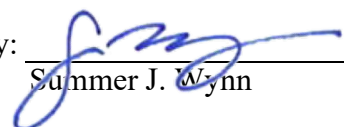
Kristy Connolly

17
18 Attorneys for Plaintiff
ELIZABETH GURUMDZHYAN

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3 Dated: November 13, 2023

COOLEY LLP

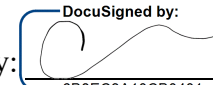
4
5 By: 

Summer J. Wynn

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7 Attorneys for Defendant
ALLWORK, INC.

8 Dated: 11/13/2023

HOLLAND & KNIGHT LLP

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10 By: 

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Tina Tellado

11
12 Attorneys for Defendant
CHRISTIAN DIOR PERFUMES LLC

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14 Dated: _____

AEGIS LAW FIRM, PC

15
16 By: _____

Kristy Connolly

17
18 Attorneys for Plaintiff
ELIZABETH GURUMDZHYAN

EXHIBIT A
FIRST AMENDED COMPLAINT

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
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Attorneys for Plaintiff Elizabeth Gurumdzhyan, individually,
and on behalf of all others similarly situated.

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

ELIZABETH GURUMDZHYAN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

ALLWORK, INC.; CHRISTIAN DIOR
PERFUMES LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV01751

*Assigned for All Purposes to:
Judge Elihu M. Berle; Dept. SS6*

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay Wages Timely During Employment;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

1 Plaintiff Elizabeth Gurumdzhyan, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Elizabeth Gurumdzhyan (“Plaintiff”) brings this putative class action and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants AllWork, Inc.; Christian Dior Perfumes LLC; and DOES 1
7 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of
8 California citizens who are and were employed by Defendants as non-exempt employees
9 throughout California.

10 2. Defendants provide services or goods throughout California.

11 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
14 competition.

15 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to provide accurate itemized wage statements;
- 22 (e) failing to pay wages timely during employment; and
- 23 (f) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
25 others similarly situated in California to recover, among other things, unpaid wages, benefits,
26 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,
27 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
28 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

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7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
28

1 Class

2 All California citizens currently or formerly employed by Defendants as non-
3 exempt employees in the State of California at any time between August 2, 2018¹
4 and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with Defendant at any
8 time between August 2, 2019 and the date of class certification (“Waiting Time
9 Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendants required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

25
26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to provide Plaintiff and Class Members
7 accurate itemized wage statements.
- 8 (f) Whether Defendants failed to pay wages timely to Plaintiff and Class
9 Members;
- 10 (g) Whether Defendants failed to timely pay the Waiting Time Subclass all
11 wages due upon termination or within seventy-two (72) hours of
12 resignation.
- 13 (h) Whether Defendants' conduct was willful or reckless.
- 14 (i) Whether Defendants engaged in unfair business practices in violation of
15 Business and Professions Code §§ 17200, *et seq.*

16 25. There is a well-defined community of interest in this litigation and the proposed
17 Class and subclasses are readily ascertainable:

18 (a) Numerosity: The Class Members are so numerous that joinder of all
19 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
20 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
21 identities of the Class Members are readily ascertainable by inspection of Defendants'
22 employment and payroll records.

23 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
24 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
25 provisions of California's wage and hour laws entitled each Class Member to similar pay,
26 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
27 sustained by the Class Members, because they arise out of and are caused by Defendants'
28 common course of conduct as alleged herein.

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
4 class counsel, are competent and experienced in litigating large employment class actions and
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
7 costs that have been and will be necessarily expended for the prosecution of this action for the
8 substantial benefit of the Class Members.

9 (d) Superiority: The nature of this action makes use of class action
10 adjudication superior to other methods. A class action will achieve economies of time, effort, and
11 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
12 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
13 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
14 to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California violate
16 employment and labor laws every day. Current employees are often afraid to assert their rights
17 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers might damage their future endeavors through
19 negative references and/or other means. Class actions provide class members who are not named
20 in the complaint with a type of anonymity that allows for the vindication of their rights while
21 affording them privacy protections.

22 **GENERAL ALLEGATIONS**

23 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
24 California residents as non-exempt employees throughout California at Defendants' California
25 business location(s).

26 27. Defendants continue to employ non-exempt employees within California.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum wages and overtime wages) and that they were not receiving all
6 wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
8 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Class Members were entitled to receive all required meal
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
12 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
13 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
14 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
15 pay when they did not receive a timely, uninterrupted meal period.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
19 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
20 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
21 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
22 was missed, late, or interrupted.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Class Members were entitled to receive itemized wage
25 statements that accurately showed the following information pursuant to the Labor Code: (1)
26 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
27 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
28 deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
2 which the employee is paid; (7) the name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security
4 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at
6 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
7 were not provided with accurate itemized wage statements.

8 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
10 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
11 not receive payment of all wages within the permissible time periods.

12 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
14 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
15 failed to do so in order to increase Defendants' profits.

16 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
17 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
18 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
19 period premium payments, unpaid rest period premium payments, interest, attorneys' fees,
20 penalties, costs, and expenses.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

24 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
27 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
28 wage than the minimum so fixed is unlawful.

1 38. Plaintiff and Class Members were employees entitled to the protections of Labor
2 Code §§ 1194 and 1197.

3 39. During the relevant time period, Defendants failed to pay Plaintiff and Class
4 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

5 40. During the relevant time period, Defendants failed to pay at least minimum wage
6 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

7 41. Defendants' failure to pay Plaintiff and Class Members the required minimum
8 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
9 Members are entitled to recover the unpaid balance of their minimum wage compensation as
10 well as interest, costs, and attorneys' fees.

11 42. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
12 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
13 interest thereon.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME**

16 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

17 43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 44. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
20 unlawful to employ persons without compensating them at a rate of pay either one and one-half
21 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
22 worked by the person on a daily or weekly basis.

23 45. Specifically, the applicable IWC Wage Orders provide that Defendants are and
24 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
25 and one-half times (1½) their regular rate of pay when working and for all hours worked in
26 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
27 eight (8) hours of work on the seventh day of work in a workweek.

1 46. The applicable IWC Wage Orders further provide that Defendants are and were
2 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
3 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
4 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

5 47. California Labor Code § 510 codifies the right to overtime compensation at one
6 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
7 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
8 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
9 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
10 seventh day of work in a workweek.

11 48. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
12 of more than six days in a workweek is only permissible if the employer pays proper overtime
13 compensation as set forth herein.

14 49. Plaintiff and Class Members were employees entitled to the protections of
15 California Labor Code §§ 510 and 1194.

16 50. During the relevant time period, Defendants required Plaintiff and Class Members
17 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
18 consecutive day of work, entitling them to overtime wages.

19 51. During the relevant time period, Defendants failed to pay Plaintiff and Class
20 Members overtime wages for all overtime hours worked. To the extent these hours qualify for
21 the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime
22 wages.

23 52. In violation of California law, Defendants knowingly and willfully refused to
24 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
25 all hours worked.

26 53. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
27 overtime compensation, as required by California law, violates the provisions of Labor Code §§
28 510 and 1198, and is therefore unlawful.

1 54. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
2 recover their unpaid overtime and double time compensation as well as interest, costs, and
3 attorneys' fees.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

6 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

7 55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 56. Labor Code § 226.7 provides that no employer shall require an employee to work
10 during any meal period mandated by the IWC Wage Orders.

11 57. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
12 employ any person for a work period of more than five (5) hours without a meal period of not
13 less than 30 minutes, except that when a work period of not more than six (6) hours will
14 complete the day's work the meal period may be waived by mutual consent of the employer and
15 the employee."

16 58. Labor Code § 512(a) provides that an employer may not require, cause, or permit
17 an employee to work for a period of more than five (5) hours per day without providing the
18 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
19 the total work period per day of the employee is not more than six (6) hours, the meal period may
20 be waived by mutual consent of both the employer and the employee.

21 59. Labor Code § 512(a) also provides that an employer may not employ an employee
22 for a work period of more than ten (10) hours per day without providing the employee with a
23 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
24 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
25 employer and the employee only if the first meal period was not waived.

26 60. During the relevant time period, Plaintiff and Class Members did not receive
27 compliant meal periods for working more than five (5) and ten (10) hours per day because their
28

1 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a
2 second meal period.

3 61. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
4 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
5 compensation for each work day that a compliant meal period is not provided.

6 62. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
7 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
8 and section 11 of the applicable IWC Wage Order.

9 63. As a result of Defendants' failure to pay Plaintiff and Class Members an
10 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
11 Class Members suffered and continue to suffer a loss of wages and compensation.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PERMIT REST BREAKS**

14 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

15 64. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 65. Labor Code § 226.7(a) provides that no employer shall require an employee to
18 work during any rest period mandated by the IWC Wage Orders.

19 66. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
20 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
21 the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the
22 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
23 fraction thereof[.]" unless the total daily work time is less than three and one-half (3½) hours.

24 67. During the relevant time period, Plaintiff and Class Members did not receive a ten
25 (10) minute rest period for every four (4) hours or major fraction thereof worked, including
26 working in excess of ten (10) hours in a day, because they were required to work through their
27 rest periods and/or were not authorized to take their rest periods.
28

68. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

69. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

70. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

72. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly state

1 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
2 number of hours worked at each hourly rate by Plaintiff and Class Members.

3 74. As a result of Defendants' knowing and intentional failure to comply with Labor
4 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
5 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
6 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
7 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
8 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
9 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
10 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
11 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
12 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
13 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
14 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
15 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

16 75. Plaintiff and Class Members are entitled to recover from Defendants the greater of
17 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
18 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
19 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
20 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

21 76. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
22 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
23 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
24 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
25 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
26 to proof at trial.

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

3 (Violation of Labor Code §§ 204, 210)

4 77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 78. Pursuant to California Labor Code § 204, employees must be paid within a certain
7 number of days of the close of the pay period.

8 79. During the relevant time period, Defendants failed to timely pay Plaintiffs and
9 Class Members wages earned during the pay period.

10 80. Such a pattern, practice and uniform administration of corporate policy regarding
11 timely payment of wages as described herein is unlawful and creates an entitlement to recovery
12 by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed,
13 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
14 California Labor Code § 210.

15 81. As a direct and proximate cause of these violations, Class Members have been
16 damaged, in an amount to be determined at trial.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

19 (Violation of Labor Code §§ 201, 202, and 203)

20 82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 83. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
23 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
24 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
25 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
26 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
27 his or her wages at the time of quitting.
28

1 84. During the relevant time period, Defendants willfully failed to pay the Waiting
2 Time Subclass all their earned wages upon termination, either at the time of discharge or within
3 seventy-two (72) hours of their leaving Defendants' employ.

4 85. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
5 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
6 violation of Labor Code §§ 201 and 202.

7 86. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
8 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
9 the wages of the employee shall continue as a penalty from the due date at the same rate until
10 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
11 days.

12 87. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
13 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
14 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
15 maximum of thirty (30) days.

16 **EIGHTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

18 (Violation of Business and Professions Code §§ 17200, *et seq.*)

19 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 89. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
22 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .
23 ."

24 90. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
25 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
26 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
27 suffer injuries-in-fact.

1 91. Defendants' policies and practices violated state law in at least the following
2 respects:

- 3 (a) Failing to pay all wages earned (including minimum wage and overtime
4 wages) to Plaintiff and Class Members at the proper rate and in a timely
5 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
6 (b) Failing to provide compliant meal periods without paying Plaintiff and
7 Class Members premium wages for every day said meal periods were not
8 provided in violation of Labor Code §§ 226.7 and 512.
9 (c) Failing to authorize or permit compliant rest breaks without paying
10 Plaintiff and Class Members premium wages for every day said rest
11 breaks were not authorized or permitted in violation of Labor Code §
12 226.7.
13 (d) Failing to provide Plaintiff and Class Members with accurate itemized
14 wage statements in violation of Labor Code § 226.
15 (e) Failing to timely pay all earned wages to the members of the Waiting
16 Time Subclass upon separation of employment in violation of Labor Code
17 §§ 201, 202, and 203.

18 92. As alleged herein, Defendants systematically engaged in unlawful conduct in
19 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
20 (minimum and overtime wages), failing to provide meal periods and rest breaks or
21 compensation in lieu thereof, failing to furnish accurate wage statements, and failing to pay all
22 wages due and owing upon separation of employment in a timely manner to the Waiting Time
23 Subclass, all in order to decrease their costs of doing business and increase their profits.

24 93. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
25 Members as being knowledgeable concerning the labor and employment laws of California.

26 94. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
27 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
28

1 doing business in order to undercut their competitors and establish and/or gain a greater
2 foothold in the marketplace.

3 95. By violating the foregoing statutes and regulations as herein alleged, Defendants'
4 acts constitute unfair and unlawful business practices under California Business and Professions
5 Code §§ 17200, *et seq.*

6 96. As a result of the unfair and unlawful business practices of Defendants as alleged
7 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
8 restitution in an amount to be shown according to proof at trial.

9 97. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
11 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
12 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
13 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
14 Procedure § 1021.5.

15 NINTH CAUSE OF ACTION

16 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

17 98. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
18 as though fully set forth herein.

19 99. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
20 for a civil penalty to be assessed and collected by the Labor and Workforce Development
21 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
22 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
23 action brought by an aggrieved employee on behalf of himself or herself and other current or
24 former employees pursuant to the procedures specified in Labor Code § 2699.3.

25 100. For all provisions of the Labor Code except those for which a civil penalty is
26 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
28

1 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
2 period in which Defendants violated these provisions of the Labor Code.

3 101. Defendants' conduct violates numerous Wage Order and Labor Code sections,
4 including, but not limited to, the following:

- 5 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 223, 510, 1182.12,
6 1194, 1197, and 1198 for failure to timely pay all earned wages
7 (including minimum wage and overtime wages) owed to Plaintiff and
8 other aggrieved employees during employment and upon separation of
9 employment as herein alleged;
- 10 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
11 periods to Plaintiff and other aggrieved employees and failure to pay
12 premium wages for missed meal periods as herein alleged;
- 13 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
14 Plaintiff and other aggrieved employees and failure to pay premium
15 wages for missed rest periods as herein alleged;
- 16 d. violation of Labor Code § 226 for failure to provide accurate itemized
17 wage statements to Plaintiff and other aggrieved employees as herein
18 alleged;
- 19 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
20 accurate and complete records showing, among other things, the hours
21 worked daily by and the wages paid to aggrieved employees.

22 102. Plaintiff is an "aggrieved employee" because she was employed by the alleged
23 violator and had one or more of the violations committed against her, and therefore is properly
24 suited to represent the interests of all other aggrieved employees.

25 103. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
26 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
27 other aggrieved employees under PAGA.
28

104. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

105. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Elizabeth Gurumdzhyan as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;
13. For civil penalties;

1 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
3 226(e), 1194, and 2698 *et seq.*; and

4 15. For such other relief as the Court deems just and proper.
5

6 Dated: July 22, 2023

AEGIS LAW FIRM, PC

7
8 By: 
9 Jessica L. Campbell
 Attorneys for Plaintiff Elizabeth Gurumdzhyan

EXHIBIT B
[PROPOSED] PRELIMINARY APPROVAL ORDER

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 ELIZABETH GURUMDZHYAN, individually
12 and on behalf of all others similarly situated,
13 Plaintiff,

14 v.

15 v. ALLWORK, INC.; CHRISTIAN DIOR
16 PERFUMES LLC; and DOES 1 through 20,
17 inclusive,

18 Defendants.

Case No. 23STCV01751

**[PROPOSED] PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL CLASS
CERTIFICATION ORDER**

First Amended Complaint Filed: July 24,
2023

19 On December 21, 2023, this Court heard Plaintiff's Motion for Preliminary Approval of
20 class action settlement and provisional class certification under California Rule of Court 3.769, as
21 filed by Plaintiff Elizabeth Gurumdzhyan (the "Plaintiff"). This Court reviewed the motion,
22 including the Joint Stipulation of Class Action Settlement and Release (the "Agreement,"
23 "Settlement," or "Settlement Agreement"). Based on this review, the hearing, and the findings
below, the Court finds good cause to GRANT the motion.

24 **FINDINGS:**

25 1. Unless otherwise specified, defined terms in this Preliminary Approval of Class
26 and Representative Action Settlement and Provisional Class Certification Order (the "Preliminary
27 Approval Order") have the same definition as the defined terms in the Agreement.

28 2. The Court determines there is sufficient evidence to suggest that the Agreement
(including the Class Representative Enhancement Payment, Class Counsel's fees and costs, the

1 Settlement Administration Costs, and the allocation of payments to Settlement Class Members)
2 falls within the range of possible approval that could ultimately be given final approval by this
3 Court as fair, reasonable, and adequate, and that the final determination of these issues will be
4 made at the Final Approval Hearing (referred to in the Agreement as the “Fairness Hearing”).
5 More specifically, the Court finds on a preliminary basis that:

6 **(a)** The Settlement provides for a Gross Settlement Amount of \$167,500 that
7 Defendants will pay into the settlement fund pursuant to the terms and timing specified in the
8 Agreement. The Settlement further provides that the Net Settlement Fund shall be calculated by
9 subtracting the following amounts from the total of the Gross Settlement Amount and the
10 Additional Estimated Substitute Amount: (1) the Class Counsel Award (estimated at \$55,833.33
11 in attorneys’ fees and \$20,000.00 in attorney costs); (2) all Settlement Administration Costs
12 (estimated not to exceed \$6,500.00); (3) the Class Representative Enhancement Payment
13 (estimated at \$10,000.00); and (4) the amount allocated under the Private Attorneys General Act
14 of 2004, California Labor Code section 2698 et seq. (“PAGA”) (i.e., \$16,750.00), including the
15 payment to the California Labor Workforce and Development Agency (“LWDA”) and the PAGA
16 amount distributed to the Class Members. The Net Settlement Fund, to be disbursed to Settlement
17 Class Members who have not excluded themselves from the Settlement, is presently anticipated to
18 be approximately \$58,416.67). If the Settlement is approved, the full amount of the Net Settlement
19 Fund will be paid out to Settlement Class Members who do not exclude themselves from the
20 Settlement in accordance with the terms of the Agreement.

21 **(b)** The Agreement is fair, adequate and reasonable as to all Class Members
22 when balanced against the probable outcome of further litigation relating to liability and damages
23 issues.

24 **(c)** Settlement at this time will avoid substantial additional costs by all parties,
25 as well as avoid the delay and risks that would be presented by the further prosecution of this class
26 action.

27 **(d)** The Settlement does not improperly grant preferential treatment to class
28 representatives or segments of the class, supporting a presumption of fairness.

1 (e) Adequate inquiry, investigation, and discovery have been conducted so that
2 counsels for the Parties are able to reasonably evaluate their respective positions, supporting a
3 presumption of fairness.

4 (f) The Agreement has been reached as a result of intensive, serious and non-
5 collusive, arms-length negotiations, supporting a presumption of fairness.

6 3. The Court finds that distribution of the Notice of Class Action Settlement,
7 substantially in the form attached hereto as “**Exhibit 1**”, via first class U.S. postal mail to Class
8 Members (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid,
9 due, and sufficient notice to all members of the Class, and (c) complies fully with the requirements
10 of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
11 California and United States Constitutions, and other applicable law.

12 4. For settlement purposes only, the Court finds the Class is so numerous that joinder
13 of all Class Members is impracticable, Plaintiff’s claims are typical of the Class’s claims, there are
14 questions of law and fact common to the Class, which predominate over any questions affecting
15 only individual Class Members, the Plaintiff is an adequate representative of the Class, and class
16 certification is superior to other available methods for the fair and efficient adjudication of the
17 controversy.

18 5. Pursuant to Labor Code section 2699, subdivision (l)(2), the Court notes that
19 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
20 it to the Court, and the Court has reviewed the Settlement’s provisions relating to settlement of
21 claims under PAGA. The Court tentatively finds that the payment of \$16,750.00 for settlement of
22 any and all claims for which civil penalties under PAGA may be sought or are otherwise available
23 (the “PAGA Penalty Payment”), is fair and adequate. Further, the Court tentatively finds that the
24 PAGA Penalty Payment satisfies the requirements of California Labor Code section 2699,
25 subdivision (i), because \$12,562.50 (75%) of the PAGA Penalty Amount is allocated to the LWDA
26 for the enforcement of labor laws and education of employers, and \$4,187.50 (25%) is allocated
27 for distribution to all Class Members, i.e., the allegedly “aggrieved employees.”
28

1 **IT IS ORDERED THAT:**

2 **1. Settlement Preliminary Approval.** The Settlement Agreement and the Notice of
3 Class Action Settlement are preliminarily approved. The Court further preliminarily approves the
4 formulas provided in the Settlement for calculating Individual Settlement Payments to the Class
5 Members using a workweek-based calculation methodology.

6 **1.1 Provisional Certification.** The Settlement Class is provisionally certified for
7 settlement purposes only as a class of: “All California citizens currently or formerly jointly
8 employed by Defendants as non-exempt employees in the State of California at any time between
9 September 1, 2022 and the date of preliminary approval or December 31, 2023, whichever date
10 is earlier.” Excluded from the Settlement Class are putative Class Members who submit a timely
11 and valid Request for Exclusion (as defined by the Agreement and paragraph 8 below).

12 **2. Appointment of Class Representative and Class Counsel.** Plaintiff Elizabeth
13 Gurumdzhyan is conditionally appointed as the Class Representative to implement the Parties’
14 Settlement in accordance with the Agreement. Kashif Haque, Jessica L. Campbell, and Kristy
15 Connolly of Aegis Law Firm, PC are conditionally appointed as Class Counsel. Class Counsel is
16 conditionally authorized to act on behalf of the Class with respect to all acts or consents required
17 by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize
18 the Settlement Agreement and its terms. Any Class Member may enter an appearance through his
19 or her own counsel at such Class Member’s own expense. Any Class Member who does not enter
20 an appearance or appear on his or her own behalf will be represented by Class Counsel for
21 settlement purposes only. Plaintiff and Class Counsel must fairly and adequately protect the
22 Class’s interests.

23 **3. Appointment of Settlement Administrator.** Apex Class Action LLC is hereby
24 appointed as the Settlement Administrator for this case.

25 **4. Provision of Class Notice.** Within ten (10) calendar days after entry of this
26 Preliminary Approval Order, Defendants shall provide the Class List to the Settlement
27 Administrator. On or before thirty (30) calendar days of entry of this Preliminary Approval Order,
28 the Settlement Administrator shall mail the Notice of Class Action Settlement (which shall be

1 substantially similar to the form attached hereto as **Exhibit 1**) to all Class Members via regular
2 First-Class U.S. Mail in the manner specified under Section 4 of the Agreement.

3 **5. Response Deadline.** The Response Deadline shall be **forty-five (45)** calendar
4 days from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the
5 event of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen
6 (15) calendar days for that individual Class Member.

7 **6. Objection to Settlement.** Settlement Class Members who have not submitted a
8 timely and valid Request for Exclusion pursuant to the Agreement and paragraph 8 below and who
9 want to object to the Agreement must sign and submit by U.S. Mail or other delivery service a
10 valid written Objection to the Settlement Administrator on or before the Response Deadline. The
11 Settlement Administrator will provide copies of all such Objections to Class Counsel and
12 Defendants' counsel weekly and will also provide a Final Response Report within five (5) calendar
13 days of the Response Deadline. For an Objection to be valid, it must: (a) state the case name and
14 number ("*Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior Perfumes LLC*, Case No.
15 23STCV01751"), (b) contain the Class Member's name, current mailing address, most current
16 telephone number, and last four digits of his or her Social Security number, (c) state the basis
17 for the objection, (d) be signed by the Class Member, (e) be submitted to the Settlement
18 Administrator at the address specified in the Class Notice; and (f) be submitted with proof of the
19 submission date (such as a U.S. Postal Service postmark or another delivery service date stamp)
20 on or before the Response Deadline. The date the Objection is sent, as evidenced by the postmark
21 or other delivery service date stamp, shall be the exclusive means to determine whether an
22 Objection has been timely submitted. If a Class Member intends to speak at the Final Approval
23 Hearing, they are requested to include with their Objection the statement, "Notice of Intention to
24 Appear at Final Approval Hearing," or otherwise provide to the Settlement Administrator a
25 "Notice of Intention to Appear" indicating their intent to appear at the Final Approval Hearing.
26 Any Settlement Class Member will be permitted to appear and speak at the Final Approval
27 Hearing in order to have an Objection heard by the Court.
28

1 **7. Failure to Object to Settlement.** Class Members who fail to timely object to the
2 Agreement in the manner specified above will: (1) be deemed to have waived their right to object
3 to the Agreement; and (2) be foreclosed from objecting (whether by appeal or otherwise) to the
4 Agreement.

5 **8. Requesting Exclusion.** Any Class Member wishing to opt-out from the
6 Agreement must sign and submit by U.S. Mail or other delivery service a valid written Request
7 for Exclusion to the Settlement Administrator on or before the Response Deadline containing all
8 the information required by the Agreement. To be valid, the Request for Exclusion must: (a)
9 state the case name and number (“*Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior*
10 *Perfumes LLC*, Case No. 23STCV01751”); (b) set forth the name, address, and telephone number
11 of the Class Member requesting exclusion; (c) be signed by the Settlement Class Member; (d) be
12 addressed to the Settlement Administrator; and (e) be postmarked on or before the Response
13 Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark or other
14 delivery service date stamp, shall be the exclusive means to determine whether a Request for
15 Exclusion has been timely submitted.

16 **9. Workweek Dispute.** If a Settlement Class Member wishes to dispute the number
17 of Workweeks with which he or she has been credited, the Settlement Class Member must submit
18 to the Settlement Administrator, by U.S. Mail or other delivery service, a Workweek Dispute on
19 or before the Response Deadline. The Workweek Dispute must: (a) state the case name and
20 number (“*Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior Perfumes LLC*, Case No.
21 23STCV01751”), (b) set forth the Class Member’s name, address, and telephone number; (c) be
22 signed by the Class Member; (d) include any documentary evidence showing that the Workweek
23 information is inaccurate, and (e) be postmarked or submitted to the Settlement Administrator
24 on or before the Response Deadline. The submission date is deemed to be, in the case of
25 submission by U.S. Mail or other delivery service, the date the Workweek Dispute is sent, as
26 evidenced by the postmark or other delivery service date stamp.

27 **10. Termination.** If the Agreement terminates, the following will occur: (a) the
28 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their

1 provisions will be vacated by its or their own terms, including, but not limited to, vacating
2 conditional certification of the Class; (b) Plaintiff will stop functioning as the Class Representative
3 and Class Counsel will stop serving as counsel for the proposed class; and (c) the Action will revert
4 to its previous status in all respects as it existed immediately before the Parties executed the
5 Memorandum of Understanding. No term or draft of the Memorandum of Understanding or the
6 Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will
7 have any effect or be admissible into evidence for any purpose in the Action or any other
8 proceeding. This Preliminary Approval Order will not waive or otherwise impact the Parties' rights
9 or arguments.

10 **11. No Admissions.** Nothing in this Preliminary Approval Order is, or may be
11 construed as, an admission or concession on any point of fact or law by or against any Party.

12 **12. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines
13 in the Action are stayed and suspended until further notice from the Court, except for such actions
14 as are necessary to implement the Agreement and this Preliminary Approval Order.

15 **13. Final Approval Hearing.** On _____, at _____, this Court will hold a Final
16 Approval Hearing to determine whether the Agreement should be finally approved as fair,
17 reasonable, and adequate. Plaintiff's motion for final approval of the Settlement and all papers
18 supporting the Class Counsel Award and Class Representative Enhancement Payment must be
19 filed by _____. Any additional papers supporting final approval, including the Settlement
20 Administrator declaration and any response to Objections to the Agreement must be filed by no
21 later than _____.

22 **14.** The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Agreement without further notice to the Class, and retains
24 jurisdiction to consider further applications concerning the Settlement.

25
26
27 DATED: _____

28 JUDGE OF THE SUPERIOR COURT

EXHIBIT C
NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIZABETH GURUMDZHIAN,

v.

ALL WORKS, INC.; CHRISTIAN DIOR PERFUMES LLC

Case No. 23STCV01751

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All California citizens currently or formerly jointly employed by Defendants as non-exempt employees in the State of California at any time between September 1, 2022 through _____.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement ("Settlement") has been proposed in a class action lawsuit pending in Los Angeles County Superior Court ("Court") titled *Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior Perfumes LLC, Case No. 23STCV01751* (the "Action"). If the Court gives final approval to the Settlement, AllWork, Inc. and Christian Dior Perfumes LLC (the "Defendants") will provide each Settlement Class Member a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact the AllWork, Inc. and Christian Dior Perfumes Settlement Administration, c/o _____.

Your Estimated Settlement Payment is \$ _____ based on the Workweeks you worked during the Class Period, as shown in Defendants' records.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	N/A
SUBMIT A WORKWEEK DISPUTE	If you believe that the number of Workweeks with which you have been credited is incorrect, you must submit a Workweek Dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below.	Deadline: _____
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendants regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: _____
OBJECT	If you wish to object to the Settlement, you must submit your objections to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: _____
APPEAR AT THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Representative Plaintiff's request for service award for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask that you also provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	Hearing Date: ____ at ____

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION..... X

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT X

7. What relief does the Settlement provide to the Class Members?

PAYMENT TO THE CLASS..... X

8. How can I get a payment?
9. When will I get a payment?
10. What if I disagree with the calculation regarding my estimated Settlement payment?
11. If I receive a Settlement payment will I have to pay taxes on it?
12. No retaliation or discrimination.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF..... X

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

RELEASE OF ALL CLAIMS X

16. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT..... X

17. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT X

18. How do I tell the Court that I do not like the Settlement?
19. What is the difference between excluding myself and objecting to the Settlement?

FINAL APPROVAL HEARING X

20. What is the Final Approval Hearing?
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BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. According to Defendants' available records you are a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), see Section below.

2. What is this lawsuit about?

Plaintiff Elizabeth Gurumdzhyany (the "Plaintiff" or "Representative Plaintiff") filed a lawsuit against AllWork, Inc. and Christian Dior Perfumes LLC (collectively, the "Defendants") on behalf of herself and all others similarly situated. The lawsuit alleges that Defendants violated California law by, among other things, failing to pay overtime and minimum wage, failing to provide meal and rest breaks, failing to timely pay wages, including at termination,

and failing to provide compliant wage statements. The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA").

Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendants further deny that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiff" (in this Action, Elizabeth Gurumdzhyan) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The companies sued in this case, AllWork, Inc. and Christian Dior Perfumes LLC, are called the Defendants.

4. Why is there a Settlement?

The Plaintiff has made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiff or the Defendants should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All California citizens currently or formerly jointly employed by Defendants as non-exempt employees in the State of California anytime between September 1, 2022 and _____." "Workweek" means 5 shifts worked by a class member. "Class Period" refers to the period of time from September 1, 2022 through _____.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: AllWork, Inc. and Christian Dior Perfumes LLC Settlement Administration, c/o _____.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendants have agreed to fund a Settlement with a maximum value of \$167,500. The Settlement amount will be used to pay the claims of Settlement Class Members, the cost of providing notice to the Class and administering the Settlement (i.e., \$6,500.00); to pay any awards of the Court for attorneys' fees (i.e., \$55,833.33) and costs (i.e., \$20,000.00) to Plaintiff's counsel; any service award the Court awards to the Representative Plaintiff (i.e., \$10,000); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e., \$16,750, the "PAGA Penalty Amount"), which includes the 75% payment to the California Labor Workforce and Development Agency ("LWDA") (i.e., \$12,562.50) and the 25% PAGA Group Amount distributed to the Class Members (i.e., \$4,187.50).

Your Estimated Settlement Payment is \$ _____ based on the _____ Workweeks you worked during the Class Period, as shown in Defendants' records. Your estimated payment was calculated using Defendants' records. Individual Settlement Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the total of \$167,500, the payments to Class Counsel, the Representative Plaintiff, and the Settlement Administrator, and the PAGA Penalty Amount.

(b) For each Class Member, the Settlement Administrator shall determine the number of Workweeks worked by them during the Class Period based on Defendants' records. The sum of the Workweeks for all Class Members shall be the "Total Workweeks."

(c) The Net Settlement Fund shall be divided by the number of Total Workweeks; the resulting figure is the "Workweek Value."

(d) For each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), the Settlement Administrator will multiply the number of Workweeks he or she worked during the Class Period by the Workweek Value. The resulting figure shall be the “Individual Settlement Amount” for each such Settlement Class Member.

(e) The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members); the resulting figure shall be each Class Member’s pro rata share of the PAGA Group Amount.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement Payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 19 and 21, the Court will hold a hearing on ____ at ____, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendants’ calculation regarding my estimated Settlement payment?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by _____ showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Defendants’ records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a Workweek Dispute by mail to the Settlement Administrator at: AllWork, Inc. and Christian Dior Perfumes LLC Settlement Administration, c/o _____.

11. If I receive a Settlement payment will I have to pay taxes on it?

A portion of your Settlement payment will be reported on IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendants respect your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has ordered that the law firm of Aegis Law Firm, PC (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 9811 Irvine Center Drive, #100, Irvine, CA 92618, or emailing them at (khaque@aegislawfirm.com) or (kconnolly@aegislawfirm.com) or calling them at 949-379-6250. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendants have agreed to pay Class Counsel’s attorneys’ fees up to \$55,833.33 and costs and expenses of up to \$20,000.00 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs yourself.

15. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

The Representative Plaintiff will request a service award (also known as an “incentive” award) of up to \$10,000 for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendants. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendants regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 23 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard (also known as a "Request for Exclusion") via U.S. Mail or other delivery service that states: **(a)** the case name and number of the Action "*Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior Perfumes LLC*, Case No. 23STCV01751"; **(b)** your full name, address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement. You must sign and date the letter or postcard for it to be valid. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) by no later than _____ and sent to the Settlement Administrator at: AllWork, Inc. and Christian Dior Perfumes LLC Settlement Administration, c/o _____.

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All Class Members will be sent a check for their pro rata share of the PAGA Group Amount, which are civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by) _____.

SETTLEMENT ADMINISTRATOR

Apex Class Action LLC
18 Technology Drive, Suite 164
Irvine, CA 92618

To be valid, any objections must: **(a)** state the name and case number of the Action "*Elizabeth Gurumdzhyan v. AllWorks, Inc; Christian Dior Perfumes LLC*, Case No. 23STCV01751"; **(b)** state your full name, current mailing address, most current telephone number, and last four digits of your Social Security number; **(c)** state your objection to the Settlement and the legal and/or factual arguments supporting the objection; **(d)** be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than _____. You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs.

If you wish to appear at the Final Approval Hearing to object to the Settlement, either in person or through personal counsel hired at your expense, we ask that you include in your Objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or that you otherwise provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

20. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Representative Plaintiff.

21. When and where is the Final Approval Hearing?

On ____ at ____, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Elihu Berle in Department 6 of the California Superior Court, for the County of Los Angeles, located at the 312 North Spring Street, Los Angeles, CA 90012. The hearing may be postponed to a different date or time or location without notice.

22. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative Complaint filed in the Action, please contact Class Counsel by writing them at 9811 Irvine Center Drive, #100, Irvine, CA 92618, or emailing them at (khaque@aegislawfirm.com) or (kconnolly@aegislawfirm.com), or calling them at 949-379-6250.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk's office at the 312 North Spring Street, Los Angeles, CA 90012, to obtain the file for inspection and copying at your own expense. Some documents are also available online for a fee at: [https:// https://www.lacourt.org/](https://www.lacourt.org/).

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: AllWork, Inc. and Christian Dior Perfumes LLC Settlement Administration, c/o _____.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT D
[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIZABETH GURUMDZHYAN, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

ALL WORKS, INC.; CHRISTIAN DIOR
PERFUMES LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV01751

**[PROPOSED] FINAL APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT ORDER AND JUDGMENT**

First Amended Complaint Filed: July 24,
2023

On _____, this Court heard the Motion for Final Approval of class action settlement as filed by Plaintiff Elizabeth Gurumdzhyan (the “Representative Plaintiff”). This Court reviewed: (a) the motion and the supporting papers, including the Joint Stipulation of Class Action Settlement and Release (the “Agreement,” “Settlement,” or “Settlement Agreement”); (b) any Objections filed with or presented to the Court; (c) the Parties’ responses to any Objections; and (d) counsels’ arguments. Based on this review and the findings below, the Court finds good cause to GRANT the motion.

1. Unless otherwise specified, defined terms in this Final Approval of Class and Representative Action Settlement Order and Judgment (the “Final Approval Order”) shall have the same definition as used in the Settlement Agreement.

2. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3. With respect to the Settlement Class and for the purpose of approving the Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among Class

1 Members with respect to the subject matter of the claims in the Litigation; (c) the claims of the
2 Representative Plaintiff are typical of the claims of the Class Members; (d) the Representative
3 Plaintiff has fairly and adequately protected the interests of the Settlement Class Members; (e) a
4 class action is superior to other available methods for an efficient adjudication of this controversy;
5 and (f) the counsel of record for the Representative Plaintiff, i.e., Class Counsel, are qualified to
6 serve as counsel for the Plaintiff in their individual and representative capacities and for the
7 Settlement Class.

8 **4.** The Parties adequately performed their obligations under the Agreement.

9 **5.** Notice was provided to the putative Class Members in compliance with Section 4
10 of the Settlement Agreement, California Code of Civil Procedure section 382, California Rules of
11 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
12 law. The notice: (i) fully and accurately informed putative Class Members about the lawsuit and
13 Settlement; (ii) provided sufficient information so that putative Class Members were able to decide
14 whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the
15 proposed Settlement; (iii) provided procedures for putative Class Members to file written
16 Objections to the proposed Settlement, to appear at the hearing, and to state Objections to the
17 proposed Settlement; and (iv) provided the time, date and place of the final approval hearing.

18 **6.** The Gross Settlement Amount and the means of distributing the Net Settlement
19 Fund to Settlement Class Members are fair and reasonable in light of the nature of this case.

20 **7.** Class Counsel has provided services and benefits to absent Class Members and
21 expended efforts and resources to secure the benefits, and is thus entitled to the requested and
22 unopposed attorneys' fees and costs as ordered by the Court.

23 **8.** The Class Representative prosecuted this lawsuit, worked with counsel, undertook
24 the risks associated with litigation, acted to protect the Class's interests, and conferred a benefit
25 on absent Class Members, and is thus entitled to receive enhancement awards.

26 **9.** The designated Settlement Administrator, Apex Class Action LLC, rendered
27 services, and will continue to render services, in connection with administering the claims and
28 settlement process, and is thus entitled to its requested administration fees.

1 **10.** An award of \$55,833.33 in attorneys' fees and \$20,000.00 in attorney costs to Class
2 Counsel is fair and reasonable in light of the nature of this case, Class Counsel's experience and
3 efforts in prosecuting this Action, and the benefits obtained for the Class.

4 **11.** An incentive award to Representative Plaintiff in the amount of \$10,000.00 is fair
5 and reasonable in light of: (a) Plaintiff's risks (including financial and professional) in
6 commencing this action as the class representative; (b) the time and effort spent by Plaintiff in
7 litigating this action as the class representative; and (c) Plaintiff's public interest service.

8 **12.** Payment of \$6,500.00 to Apex Class Action LLC for its services as the Settlement
9 Administrator is fair and reasonable.

10 **13.** Pursuant to California Labor Code section 2699, subdivision (l)(2), the Court
11 approves of the Settlement's provisions relating to settlement of claims under the Private Attorneys
12 General Act of 2004, Labor Code Section 2698 et seq. ("PAGA"). Representative Plaintiff
13 provided a copy of the Settlement Agreement to the California Labor and Workforce Development
14 Agency ("LWDA") at the same time that Representative Plaintiff provided it to the Court. Payment
15 of \$16,750.00 for settlement of any and all claims for which civil penalties under PAGA may be
16 sought or are otherwise available (the "PAGA Penalty Payment") is fair and adequate. The PAGA
17 Penalty Payment satisfies the requirements of California Labor Code section 2699, subdivision (i)
18 because \$12,562.50 (75%) of the PAGA Penalty Amount is allocated to the LWDA for the
19 enforcement of labor laws and education of employers, and \$4,187.50 (25%) is allocated to for
20 distribution to all Class Members, i.e., the allegedly "aggrieved employees."

21 **IT IS ORDERED THAT:**

22 **1. Settlement Class Members.** The Settlement Class Members are defined as: "All
23 California citizens currently or formerly jointly employed by Defendants as non-exempt
24 employees in the State of California at any time between September 1, 2022 and
25 _____." Excluded from the Settlement Class are those putative Class Members who
26 submit a timely and valid Request for Exclusion.

27 **2. Binding Effect of Final Approval Order.** This Final Approval Order applies to
28 all claims or causes of action settled under the Settlement Agreement, including any claims under

PAGA, and binds all Class Members. Except with respect to claims under PAGA, this Final Approval Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as “Exhibit A” hereto is a list of persons who properly requested to be excluded from the Settlement. Notwithstanding the submission of any timely and valid Requests for Exclusion, all Class Members are bound by the PAGA Release under this Final Approval Order and Judgment. *See Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

3. Representative Plaintiff’s Release. Representative Plaintiff is deemed to have released and discharged the entities and claims as described in Section 2.6 of the Settlement Agreement.

4. Class Member Release. Representative Plaintiff and all Settlement Class Members who did not properly request exclusion, on behalf of the Releasing Parties, are: (1) deemed to have released and discharged the Released Parties from all Released Claims under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these Released Claims. The full and complete terms of the releases described in this paragraph are set forth in Sections 2.6, 2.7, and 2.8 of the Settlement Agreement. Section 2.6 is applicable only to the Representative Plaintiff.

1.2 PAGA Release. Representative Plaintiff and all Class Members shall on behalf of themselves and on behalf of the State of California forever discharge, waive and release the Released Parties from any and all claims or action for civil penalties under PAGA during the Class Period based on or arising out of the factual allegations of the Complaint including without limitation any and all claims under California Labor Code sections 201, 202, 203, 204, 204.2, 206, 206.5, 207, 208, 210, 212, 218.5, 218.6, 221, 223, 224, 226, 226.7, 226.8, 227, 227.3, 230, 230.1, 233, 246, 432.5, 510, 511, 512, 513, 551, 552, 558, 976, 1025, 1102.5, 1174, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1198.3, 1199, 1696.5, 2570.3, 2698, 2699, 2699.3, 2699.5, 2753, 2800, 2802, 2806, 6311, and 6399.7. The full and complete terms of the release described in this paragraph are set forth in Section 2.8 of the Settlement Agreement.

5. Class Relief. Defendants AllWork, Inc. and Christian Dior Perfumes LLC (the “Defendants”), or the Settlement Administrator on Defendants’ behalf, will distribute the Net

1 Settlement Fund to the Settlement Class Members. The distribution shall be in accordance to the
2 instructions and timeline set forth in Section 7 of the Settlement Agreement.

3 **6. Attorney's Fees and Costs.** Class Counsel is awarded \$55,833.33 total in fees and
4 \$20,000.00 in costs. Defendants or the Settlement Administrator on Defendants' behalf, must pay
5 Class Counsel this amount according to the timeline set forth in Section 2.2 of the Settlement
6 Agreement.

7 **7. Enhancement Award.** Representative Plaintiff is awarded \$10,000.00 as an
8 enhancement payment. Defendants or the Settlement Administrator on Defendants' behalf, must
9 pay Representative Plaintiff these amounts according to the timeline set forth in Section 2.3 of the
10 Settlement Agreement.

11 **8. Payment of Settlement Administration Costs.** Payment of \$6,500.00 shall be
12 made to Apex Class Action LLC for its services as the Settlement Administrator according to the
13 timeline set forth in the Settlement Agreement.

14 **9. Final Accounting Report.** A Party or the Parties shall file a report from the
15 Settlement Administrator concerning the amount of money distributed pursuant to the Settlement,
16 and this report shall be filed by no later than _____.

17 **10. Judgment.** The Court finds that there is no reason for delay and directs the Clerk
18 to enter judgment in accordance with the terms of this Order as of the date of this Order.

19 **11. Copy to LWDA.** Within 10 days of entry of this Final Approval Order and
20 Judgment, Representative Plaintiff shall provide a copy of this Final Approval Order and Judgment
21 to the LWDA, pursuant to California Labor Code section 2699, subdivisions (1)(3) & (4).

22 **12. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
23 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over
24 this action and the Parties until final performance of the Settlement Agreement.

25
26
27 DATED: _____

28 JUDGE OF THE SUPERIOR COURT