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11 Attorneys for Plaintiff LAVONTRA BREAUX, Individually, and on behalf of other members of the
12 general public similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 VANESSA HERNANDEZ, LAVONTRA
16 BREAUX, NARON TRIPLETT, and
17 NATALIE FLORES Individually, and on
18 behalf of other members of the general public
19 similarly situated;

20 Plaintiffs,

21 vs.

22 PANDORA JEWELRY LLC, a Maryland
23 Limited Liability Company; PANDORA
24 VENTURES, LLC, a Maryland Limited
25 Liability Company; and DOES 1-10,
26 inclusive,

27 Defendants.

CASE NO. 24STCV04554

[Related Case Nos.: 23SMCV04825;
24SMCV00844; 24STCV04697; and
24STCV15396]

**DECLARATION OF ERIC K. YAECKEL IN
SUPPORT OF PLAINTIFFS' NOTICE OF
THE *UNOPPOSED* MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 29, 2025

Time: 10:30 a.m.

Dept.: 12

Judge: Hon. Carolyn B. Kuhl

1 I, Eric K. Yaeckel, hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for LAVONTRA BREAUX,
4 Individually, and on behalf of other members of the general public similarly situated, in the
5 above-captioned matter. I make this declaration in support of Plaintiffs' Unopposed Motion
6 for Preliminary Approval of Class Action Settlement.

7 2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a
8 witness, I could and would do so.

9 **Background and Investigation**

10 3. On October 13, 2023, Plaintiff Breaux filed the Complaint in this matter. The Complaint
11 alleged representative PAGA claims only, under the California Labor code involving, *inter*
12 *alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime compensation; (3)
13 failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure to reimburse
14 employees for necessary business expenses; (6) failure to provide accurate itemized wage
15 statements; and (7) failure to pay all wages to upon termination.

16 4. On February 2, 2024, Flores filed a putative wage and hour Class Action Complaint in the
17 Superior Court of California, County of Orange, Case No. 30-2024-01377405-CU-OE-CXC,
18 alleging meal and rest period violations, minimum wage and overtime violations, wage
19 statement and final pay violations, failure to reimburse business expenses violations, failure
20 to pay all accrued sick pay and vacation time, and an unfair competition violation.

21 5. On February 23, 2024, Triplett filed a putative wage and hour Class Action Complaint for
22 Damages in the Superior Court of California, County of Los Angeles, Case No.
23 24STCV04697. On February 23, 2024, Triplett also filed a Complaint for Enforcement Under
24 the Private Attorneys General Act, California Labor Code §2698, Et Seq. in the Superior Court
25 of California, County of Los Angeles, Case No. 24SMCV00844, asserting a PAGA claim for
26 civil penalties.

27 6. On February 23, 2024, Hernandez filed a putative wage and hour Class Action Complaint in
28

- 1 the Superior Court of California, County of Los Angeles, Case No. 24STCV04554.
- 2 7. On April 2, 2025, the Parties attended a Mediation before experienced “Wage and Hour”
3 Mediator, Steve Serratore, Esq. The case did not settle on this date.
- 4 8. The Parties conducted significant investigation of the relevant facts and law while the Actions
5 have been pending, both prior to and after their mediation, including the exchange of informal
6 discovery between the Parties. This informal discovery included the production of documents
7 by Defendants, such as employment policies and procedures and a representative sampling of
8 pay and time data for the putative Class Members and allegedly Aggrieved Employees, and
9 Plaintiffs’ counsel retained experts to review such records and to assist in the preparation of
10 damages and penalties analyses for this litigation. Plaintiffs propounded one set of separate
11 written discovery devices on Defendant, including requests for admission, special
12 interrogatories, requests for production of documents, and general and employment form
13 interrogatories. Through these requests, Plaintiffs sought, among other information and
14 documents, the identities of putative class members, Defendants’ compensation policies, meal
15 and rest period policies, employee handbooks, wage statements, time records, job descriptions,
16 and reimbursement policies. Defendants provided detailed substantive responses detailing all
17 relevant employment policies, in addition to producing hundreds of pages of documents. The
18 document production also included a large sampling of other putative class members time and
19 wage records. The Parties subsequently accepted a mediator’s proposal for resolution of this
20 dispute.
- 21 9. Subsequent to the April 2, 2025 Mediation, the parties continued to litigate the case. However,
22 the parties also continued settlement discussions directly between counsel, and at times,
23 facilitated through the Mediator. The Parties subsequently accepted a mediator’s proposal for
24 resolution of this dispute. The Parties agreed on key terms of a settlement that would globally
25 resolve all class and representative “Wage and Hour” claims asserted in the operative
26 complaint in this Action and the related Actions.
- 27 10. As of September 30, 2025, the parties agreed on all final terms of the settlement which was
28

1 memorialized in the Agreement. Plaintiff now seeks the Court's preliminary approval of the
2 Agreement. A true and correct copy of this Agreement is attached to this declaration as
3 **Exhibit A.**

4 **Terms of the Agreement**

5 11. The parties estimate that as of June 1, 2025, the Settlement Class consisted of approximately
6 Two Thousand Eight Hundred (2,800) individuals, as determined by Defendant's employment
7 records.

8 12. The parties agreed to use ILYM Group, Inc. ("ILYM"), as the "Settlement Administrator" for
9 purposes of providing the Notice of Class Action Settlement, issuing payments pursuant to the
10 Agreement, and carrying out all duties pursuant to the Agreement. ILYM's sole business is the
11 administration of class action settlements and class action notices.

12 13. The Agreement provides for an automatic Individual Settlement Payment to the members of
13 the Class. No claims need be submitted. Class Members will be entitled to an average share
14 of approximately **\$554.06.**

15 14. A true and correct copy of the Class Notice is attached to this declaration as **Exhibit B.**

16 15. The Notice process also has additional safeguards. For instance, for Notices returned as non-
17 deliverable, the Settlement Administrator will perform a skip-trace and mail or re-mail Notice
18 to an updated address (if any), upon receipt of the returned mail. It is the intent of the parties
19 that all reasonable means be used to locate Class Members.

20 16. The Class Representative Service Payments were part of good faith negotiations and are
21 intended to recognize that it was the Class Representatives (Ms. Breaux, Ms. Flores, Ms.
22 Triplett, and Ms. Hernandez) who initiated the lawsuits, initiated the PAGA claims, provided
23 critical documents and witnesses to their attorneys, and worked with their attorneys to
24 propound and prepare written discovery, all in an effort to obtain money allegedly owed not
25 only to themselves, but to thousands of other employees.

26 **Claims Analysis and Potential Recovery**

27 17. Each of the primary claims also had risks to obtaining both class certification and a finding of
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liability. If Defendants' defenses were successful, the class would not receive anything. Asset forth below, Plaintiff submits that the most realistic "best case" scenario would be an average recovery per class member of approximately **\$1,583.74**, and a worst case scenario would be a recovery of \$0, by way of decertification or defense verdict.

18. Given all the risks on each claim, the estimated **\$554.06** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks and costs of continued litigation.

Damage Calculations

19. The following estimated damage calculations were completed after review of the sampling of class member time and wage records, and after interviews with Plaintiff, and other class members. The breakdown of the damage numbers and penalties were calculated by an esteemed expert in the wage and hour field (Berger Consulting) as follows:

Unpaid Compensation Violations: \$385,812

Meal Period Policy Violations: \$673,237

Rest Period Policy Violations: \$9,790,364***** Expert's calculation assumed a violation rate of 100%. However, Defendant countered that even if the policy was defective, Plaintiff would still have to prove actual violations occurred. Based on Plaintiffs' investigation, Plaintiff has reduced this number by 75%, which equates to **\$2,447,591**.

Labor Code § 226 Penalties: \$4,104,200

Labor Code §2802 Penalties: \$730,672

Labor Code § 203 Penalties:\$5,996,189

"PAGA" Violations: \$15,774,100. The aggrieved employees are only entitled to s 25% share of this amount, which is **\$3,943,525**.

20. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of **\$18,281,226**.

Relevant Case Law Supports a Further Reduction on any Recovery

21. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching

1 the maximum damages set forth above. To wit, the majority of the damages above are
2 “derivative” penalties under PAGA, Labor Code § 203 and Labor Code § 226.

3 22. Please see the analysis of the relevant case law cited in the memorandum (pp.11) which allows
4 significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for
5 the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for
6 meal and rest break violations without a further evidentiary showing.

7 23. Our office believes a mitigation of the damages and potential PAGA penalties would be
8 warranted here. Defendants stepped up to discuss early resolution. Defendants also committed
9 to make changes to the challenged timekeeping and meal and rest period policies after
10 receiving notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this
11 office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*,
12 even where the breaks were missed. Given this, it is likely that any violations by Defendant
13 were not “willful.” Finally, given the defenses raised by Defendant to maintaining this matter
14 as a class or representative action, there was a significant risk that many of the claims would
15 not have even been able to survive to a trial.

16 24. Given my experience, I believe it would be likely that PAGA penalties would be reduced to
17 approximately \$5 a violation, and the Court would decline to impose Labor Code § 203 and
18 Labor Code § 226 penalties.

19 25. If this happened, the realistic anticipated “best case” judgment following trial would be
20 approximately \$4,434,488.25. The average class member’s share of this recovery would be
21 **\$1,583.74**. (\$4,434,488.25 divided by 2,800 class members). Given our office’s analysis, I
22 submit this number is the most likely “best case” recovery per class member. Given all the
23 risks on each claim the estimated **\$554.06** average recovery secured via this settlement is a
24 reasonable compromise and is in the best interests of the class given all the risks of continued
25 litigation. Plaintiff’s counsel maintains this recovery was significant in light of the
26 circumstances of the case.

27 ///

1 **Analysis of Risk on Each Potential Claim**

- 2 26. Plaintiff's unpaid wages (and overtime) claims were based on the allegation that employees
3 were performing unpaid work. Plaintiff alleged this resulted in regular time and overtime pay
4 being owed where Defendants were on notice of work being performed without pay.
5 Additionally, Plaintiff alleged the workload often required employees to continue working
6 during their "purported" lunch breaks and after hours.
- 7 27. Defendants denied that any unpaid work occurred, and even if some did occur, Defendants
8 claimed it was not on notice of these alleged Labor Code violations and had a strict written
9 prohibition against off-the-clock work and a mandate that all time worked must be accurately
10 recorded. Defendants asserted proof of these alleged violations would require individualized
11 inquiries, which could preclude class certification and make any PAGA claims unmanageable.
- 12 28. Plaintiffs were able to identify many examples of missing or late Meal Periods without the
13 provision of a Meal Period penalty payment. Defendants argued that these records do not
14 conclusively show whether (1) Defendants actually failed to provide the Meal Period, (2) there
15 was a voluntary waiver, (3) employees forgot to clock out, (4) employees voluntarily chose to
16 skip or take them late even though they were provided, or (5) whether the individual was
17 working on a federal enclave and therefore lacked standing to bring a Meal and Rest period
18 claim. Defendants further argued that evidence existed that rebutted any presumption that the
19 same records could be used as a basis for determining liability. Additionally, in light of the
20 written Meal and Rest Period policy, Pandora contended there was no uniform policy or
21 practice of denying Meal and Rest Periods, requiring individualized inquiries that would make
22 any PAGA claims unmanageable.
- 23 29. Plaintiff alleges that the Rest Period policy (1) contained patently illegal language restricting
24 employees to the work premises, and (2) lacks additional required statutory language. Plaintiff
25 also alleged the Defendants' written policies improperly restricted class members from leaving
26 the premises during their Rest Periods, among other deficiencies. Pandora pointed out that it
27 provided for adequate breaks and argued that witness testimony would demonstrate that in
28

1 practice, no restriction on Rest Periods was ever enforced. Pandora also contended
2 individualized inquiries abound as to why individual employees may have failed to take
3 appropriate Meal or Rest Periods.

4 30. Pandora argued that the failure to list gross and net wages are derivative of other claims that
5 may ultimately fail and as a result there is no “knowing and intentional failure” to list
6 information, which triggers liability under Labor Code §226(e).

7 31. The California Supreme Court has recently held that the failure to pay meal and rest period
8 premiums *may* give rise to a claim for inaccurate wage statements (or waiting time penalties).
9 However, such derivative liability is not automatic and the Plaintiff still must show a “knowing
10 and intentional” or “wilful” failure to comply with the Labor Code. See *Naranjo v. Spectrum*
11 *Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying Meal and
12 Rest Period claims) maintained individualized inquiries would abound as to why breaks were
13 missed and whether meal and rest period premiums should have been paid, requiring
14 individualized inquiries that would make any PAGA claims unmanageable.

15 32. Plaintiff contended that Pandora violated Labor Code section 2802 by failing to reimburse its
16 employees for certain costs. Pandora contended that Plaintiffs’ (and others’) position did not
17 require the use of a personal cell phone.

18 33. Based on all of the above, my experience, and all the information within the moving papers,
19 I submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well
20 within the accepted range of recoveries for similar wage and hour class actions.

21 **Certification of the Proposed Settlement Class is Appropriate**

22 34. Here, Defendant’s records show that approximately **2,800 class members** worked for the
23 company during the limitations period.

24 35. The proposed class is ascertainable because all Class Members currently or formerly worked
25 for Defendant as a nonexempt employee and will be identified through Defendant’s
26 employment records. See *Rose v. City of Hayward*, 126 Cal.App.3d 926 (1981) (finding that
27 “Class Members are ‘ascertainable’ where they may be readily identified without unreasonable
28

- 1 expense or time by reference to official records”). Thus, the ascertainability requirement is met.
- 2 36. Here, for purposes of the Settlement, the parties agree the claims of Class Members all involve
- 3 the same questions of law and fact. Namely, all class members were subject to the same
- 4 employment policies and practices of Defendant.
- 5 37. The proposed class representative has no adverse interests to the class. Plaintiff is paid based
- 6 on the same formula as other class members and have claims substantially the same as all the
- 7 other Class Members.
- 8 38. Additionally, any Class Member who wishes to “opt out” of the Settlement may do so and
- 9 retain all of their individual rights. Therefore there is no conflict of interest between the Class
- 10 Representatives and the Class Members. Thus, at least for settlement purposes, we submit the
- 11 adequacy prong is met.
- 12 39. Given that there are 2,800 individuals, it would be preferable to resolve all of the Class
- 13 Members’ claims by means of a class-wide settlement than to require each Class Member to
- 14 litigate his or her individual claims.
- 15 40. The proposed class in this case is sufficiently cohesive because, for purposes of the Settlement
- 16 only, the parties have stipulated that all class certification elements are met.
- 17 **Preliminary Approval of the Class Action Settlement Is Proper**
- 18 41. When negotiating the Settlement, both sides took into account the strengths and weaknesses
- 19 of their opponent’s positions as pointed out by mediator Steve Serratore, the data available to
- 20 evaluate liability and damages, the lack of data or evidence on certain issues, and the
- 21 substantial and evolving law applicable to the merits of the claims. The Agreement was only
- 22 agreed to after extensive arms-length negotiations resulting in a unique compromise that
- 23 permits all parties to move forward and bring this action to close. Despite a mutual desire to
- 24 resolve this action, the negotiations remained at all times adversarial.
- 25 42. Plaintiffs’ Counsel’s effectiveness in prosecuting this case has translated into tangible
- 26 monetary and non-monetary benefits for the Settlement Class Members in the following
- 27 respects: (1) a guaranteed favorable result; (2) guaranteed monetary recovery over a reasonably
- 28

1 short period of time, as opposed to possibly waiting additional years for a potentially worse
2 result; and (3) significant savings in attorneys' fees and costs, which would have increased had
3 the case progressed through trial and possible appeals

4 43. Without entering into the Agreement, there existed a significant chance that Defendants would
5 prevail on the merits of some or all claims and that Class Members would receive nothing.
6 Through the Agreement, participating Class Members receive guaranteed cash, and this action
7 has also been the catalyst for programmatic relief.

8 44. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees
9 and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being
10 litigated, the parties may be required to hire multiple experts each (as many as 6 total). This
11 would result in not only the production of six expert reports, but six depositions as well. And,
12 based on previous discussions between counsel regarding the remaining claims (including the
13 PAGA claims), Plaintiff anticipated at least one motion to compel, and two dueling motions
14 for summary judgment / adjudication (one from each side).

15 45. Importantly, even after engaging in all of the potential continued and protracted litigation set
16 forth above, the putative class would continue to have no guarantee of success on any of the
17 claims advanced in this case. Thus, the parties and their counsel believe in good faith that the
18 proposed resolution is a fair, reasonable, and adequate compromise.

19 46. At the time of the settlement, a Motion for Class Certification had not been filed. As the Court
20 never ruled on any such motion, neither side had a decided advantage in the litigation. Even
21 if Plaintiff did obtain class certification of the claims, each claim is subject to substantial risk
22 of a Defense verdict at trial.

23 47. Plaintiff's counsel has also interviewed several Class Members in the course of investigating
24 and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced
25 by Defendants, Plaintiffs, and Class Members. This information, along with documents and
26 information obtained through informal discovery and from Class Members, allowed Plaintiff's
27 counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and
28

1 contained a breakdown of potential damages based on all of the information obtained from all
2 Parties.

3 48. Class Counsel has considerable experience in wage and hour and class action litigation.
4 William Sullivan has over 30 years of experience, 29 years of which has been devoted to both
5 prosecuting and defending class action litigation. Mr. Yaeckel has over 14 years of experience
6 in "class litigation." Mr. Kuhn has over 6 years of experience in class action litigation.

7 49. Based on this experience, and all other relevant factors addressed above, our firm believes the
8 Agreement to represent a fair, adequate and reasonable settlement that is well within the
9 accepted range of recoveries for similar wage and hour class actions. We further believe the
10 Agreement is in the best interests of the Settlement Class Members.

11 50. Consideration has been made to compensate to Labor Workforce Development Agency
12 ("LWDA") in the amount of \$285,000.00, even though the LWDA declined to prosecute the
13 claims itself. To confirm, 75% of the total allocation of \$285,000.00 amount, or **\$213,750.00**,
14 is being paid to the LWDA, and 25%, or **\$71,250.00**, being distributed amongst the class
15 members. Counsel for the parties believe this is a fair, reasonable, and adequate allocation.

16 51. Prior to preliminary approval, what can be said of the reaction the class members is limited.
17 However, Plaintiff's counsel has spoken to some Class Members since the parties reached a
18 proposed settlement agreement, and all were in favor of the Settlement.
19

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed this 1st day of October, 2025.

22 *Eric Yaeckel*
23

24 ERIC K. YAECKEL
25
26
27
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Exhibit A

CLASS ACTION AND PAGA SETTLEMENT AND RELEASE AGREEMENT

This Class Action and PAGA Settlement and Release Agreement (“Agreement”) is made by and between Plaintiffs Lavontra Breaux, Natalie Flores, Naron Triplett, and Vanessa Hernandez (altogether, “Plaintiffs”), individually, on behalf of all others similarly situated, and acting as private attorneys general on behalf of the State of California with respect to other allegedly Aggrieved Employees (as defined below), on the one hand, and Defendants Pandora Jewelry LLC and Pandora Ventures, LLC (collectively, “Defendants”), on the other hand. This Agreement may refer to Plaintiffs and Defendants collectively as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, Plaintiffs each served letters on Defendants and the California Labor and Workforce Development Agency (“LWDA”) providing notice of certain purported Labor Code violations and of their intent to seek civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* (“PAGA”), pursuant to Labor Code section 2699.3, subd. (a), as follows:

- Plaintiff Breaux, on August 9, 2023, with an amended letter of December 29, 2023;
- Plaintiff Triplett, on December 19, 2023;
- Plaintiff Flores, on February 2, 2024; and
- Plaintiff Hernandez, on February 23, 2024.

WHEREAS, Plaintiffs each subsequently initiated lawsuits against Defendants as follows:

- On October 13, 2023, Plaintiff Breaux filed a Complaint in the Superior Court of California, County of Los Angeles, entitled *Lavontra Breaux v. Pandora Jewelry LLC*, Case No. 23SMCV04825, asserting a PAGA claim for civil penalties;
- On February 2, 2024, Plaintiff Flores filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Orange, entitled *Natalie Flores v. Pandora Ventures, LLC*, Case No. 30-2024-01377405-CU-OE-CXC;
- On February 23, 2024, Plaintiff Triplett filed a putative wage and hour Class Action Complaint for Damages in the Superior Court of California, County of Los Angeles, entitled *Naron Triplett v. Pandora Ventures, LLC et al.*, Case No. 24STCV04697;
- On February 23, 2024, Plaintiff Triplett also filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Superior Court of California, County of Los Angeles, entitled *Naron Triplett v. Pandora Ventures, LLC et al.*, Case No. 24SMCV00844, asserting a PAGA claim for civil penalties; and
- On February 23, 2024, Plaintiff Hernandez filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Los Angeles, entitled *Vanessa Hernandez v. Pandora Ventures, LLC*, Case No. 24STCV04554;

WHEREAS, on April 2, 2025, the Parties attended a full-day mediation session with Steve Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions, and, while no

settlement was reached that day, the Parties subsequently accepted a mediator's proposal for resolution of this dispute;

WHEREAS, the Parties have conducted significant investigation of the relevant facts and law while the Actions, as defined herein, have been pending, both prior to and after their mediation, including the exchange of informal discovery between the Parties, including the production of documents by Defendants, such as employment policies and procedures and a representative sampling of pay and time data for the putative Class Members and allegedly Aggrieved Employees, and Plaintiffs' counsel retained experts to review such records and to assist in the preparation of damage and penalties analyses for this litigation;

WHEREAS, Defendants do not admit any wrongdoing, but rather maintain that they fully complied with applicable law at all times and in all respects, and, regardless of whether this settlement is finally approved, neither this settlement, nor any terms, document, statement, proceeding, or conduct related to settlement, nor any related reports or accounts, shall in any event be (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants of any fault, wrongdoing, liability, and/or unlawful activity whatsoever, or any effort to certify a class or collective action; or (b) disclosed, referred to, or offered or received in evidence, in any further proceeding in the Actions, or any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Actions or enforcing this Agreement or the settlement, or as a defense to any claims released by the settlement; and

WHEREAS, recognizing and taking into account the necessary time and expense required to litigate the Actions through trial and through any possible appeals, the uncertainty and risk of the potential outcomes of further litigation, and the difficulties and delays inherent in such litigation, the burdens of proof necessary to establish liability for the claims asserted, both generally and in response to Defendants' defenses thereto, the extensive settlement negotiations conducted, and Defendants' agreement to enter into a settlement that confers substantial relief upon the putative Class Members, the State of California, and allegedly Aggrieved Employees, the Parties have determined that the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the putative Class Members, State of California, and allegedly Aggrieved Employees;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties to compromise and settle this dispute, subject to the recitals set forth above, which by this reference become an integral part of this Agreement, on the following terms and conditions:

1. DEFINITIONS

- 1.1. "Actions" means the following actions Plaintiffs filed against Defendants: (1) *Lavontra Breaux v. Pandora Jewelry LLC*, LASC Case No. 23SMCV04825; (2) *Natalie Flores v. Pandora Ventures, LLC*, OCSC Case No. 30-2024-01377405-CU-OE-CXC; (3) *Naron Triplett v. Pandora Ventures, LLC et al.*, LASC Case Nos. 24STCV04697; (4) *Naron Triplett v. Pandora Ventures, LLC et al.*, LASC Case No. 24SMCV00844; and (5) *Vanessa Hernandez v. Pandora Ventures, LLC*, LASC Case No. 24STCV04554.

- 1.2. “Agreement” means and refers to this Class Action and PAGA Settlement and Release Agreement.
- 1.3. “Aggregate Shifts Number” means and refers to the sum of all of the Participating Class Members’ Total Shifts, which will be used to calculate the Individual Settlement Payments.
- 1.4. “Aggregate PAGA Pay Periods” means and refers to the sum of all of the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period.
- 1.5. “Aggrieved Employee(s)” means and refers to all persons who worked for Defendants as non-exempt, hourly paid employees in California during the PAGA Period.
- 1.6. “Attorneys’ Fees and Cost Award” means and refers to the amount to be requested of the Court to be paid to Class Counsel. As set forth below, Class Counsel shall request an award of attorneys’ fees of Nine Hundred Forty-Nine Thousand Nine Hundred Five Dollars (\$949,905.00), which is Thirty-Three and One-Third Percent (33.33%) of the Gross Fund Value, and a cost award of up to Seventy-Five Thousand Dollars (\$75,000.00). Defendants will not oppose this request. The Attorneys’ Fees and Cost Award shall come out of the Gross Fund Value and will not increase the amount of the Gross Fund Value.
- 1.7. “Class” or “Class Member(s)” means and refers to all persons who worked for Defendants as non-exempt, hourly paid employees in California during the Class Period.
- 1.8. “Class Counsel” means and refers, collectively, to (i) Counsel for Plaintiff Breaux, Sullivan & Yaeckel Law Group, APC; (ii) Counsel for Plaintiff Flores, Bokhour Law Group, P.C. and Falakassa Law, P.C.; (iii) Counsel for Plaintiff Triplett, Lawyers *for* Justice, PC; and (iv) Counsel for Plaintiff Hernandez, Bibiyan Law Group, P.C.
- 1.9. “Class and PAGA Member Data” means and refers to an electronic data file that identifies for each putative Class Member and allegedly Aggrieved Employee his/her full name, last known address, last known telephone number, Social Security Number, the number of Shifts worked during the Class Period, and, if applicable, the number of PAGA Pay Periods worked during the PAGA Period. The Settlement Administrator will keep the Class and PAGA Member Data confidential and shall use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return to Defendants or certify to Defendants the destruction of the information upon completion of the administration process. For the avoidance of doubt, neither Class Counsel nor Plaintiffs shall be permitted to review or receive a copy of the Class and PAGA Member Data, however, Class Counsel will be able to receive and review spreadsheets and/or databases prepared by the Settlement Administrator based on the Class and PAGA Member Data, which do not include the personal identifying information of the Class Members and Aggrieved Employees (full name, last known address, last known telephone number, and Social Security Number, as set forth above).
- 1.10. “Class Period” means and refers to the period between February 2, 2020 and either (i)

June 1, 2025, or (ii) an earlier date as set forth in Paragraph 2.1.1 herein.

- 1.11. “Court” means and refers to the Superior Court of California, County of Los Angeles, the Superior Court of California, County of Orange, or whatever court(s) in which the Actions are then pending.
- 1.12. “Defendants” means and refers to Pandora Jewelry LLC and Pandora Ventures, LLC.
- 1.13. “Defendants’ Counsel” or “Defense Counsel” means and refers to Greenberg Traurig, LLP.
- 1.14. “Effective Date” means and refers to the date the Settlement shall become effective which will be the later of the following: (a) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting Final Approval of the Settlement and entering judgment in the Actions, provided that no timely appeal is taken of the order of final approval and the entering of judgment in the Actions; or (b) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeals in a way that does not alter the terms of the Settlement.
- 1.15. “Excluded Class Members” means and refers to all putative Class Members who timely and validly submit a written request to be excluded from the Class on or before the Objection/Exclusion Deadline.
- 1.16. “Final Approval,” “Final Approval Order,” and/or “Final Judgment” means and refers to the Court’s order granting final approval of the Settlement and entering judgment in the Actions.
- 1.17. “Gross Fund Value” means and refers to the maximum non-reversionary amount that Defendants will be required to pay in connection with this Settlement, except as provided in Paragraph 2.1.1 below. The Gross Fund Value will be used to pay the Net Fund Value, Attorneys’ Fees and Costs Award, the Service Award, the Settlement Administration Costs, and the PAGA Allocation. As set forth below, the Gross Fund Value is equal to the gross sum of Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000.00). Defendants will have no obligation to pay any amount in connection with this Settlement apart from the Gross Fund Value (except as provided in Paragraph 2.1.1) and Defendants’ employers’ portion of payroll taxes due on the portion of the Individual Settlement Payments allocated as wages. There will be no reversion.
- 1.18. “Individual Settlement Payment(s)” means and refers to the amount to be paid to each Participating Class Member from the Net Fund Value.
- 1.19. “Plaintiffs” means and refers to Lavontra Breaux, Natalie Flores, Naron Triplett, and Vanessa Hernandez.
- 1.20. “Net Fund Value” means and refers to the funds available to be distributed to Participating Class Members from the Gross Fund Value, which shall be the Gross Fund Value less Attorneys’ Fees and Cost Award, Service Award, Settlement

Administration Costs, and PAGA Allocation.

- 1.21. “Notice” or “Class Notice” means and refers to the Notice of Class Action and PAGA Settlement, in the form that the Court approves and directs to be sent by regular mail to all Class Members. The Class Notice is attached hereto as **Exhibit A**.
- 1.22. “Objection/Exclusion Deadline” means and refers to the date no later than sixty (60) calendar days after the date the Class Notices are mailed (judged by the postmark date) to Class Members by the Settlement Administrator, on or before which a Class Member may (1) submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with documentary evidence his or her Total Shifts.
- 1.23. “PAGA Allocation” means and refers to the total sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00) to be paid from the Gross Fund Value and that constitutes penalties pursuant to PAGA, which will be distributed as follows: Seventy-Five Percent (75%), which totals Two Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$213,750.00), shall be paid to the LWDA; and the remaining Twenty-Five Percent (25%), which totals Seventy-One Thousand Two Hundred Fifty Dollars (\$71,250.00), shall be paid to the Aggrieved Employees on a proportionate basis based on the number of PAGA Pay Periods each worked during the PAGA Period (“Individual PAGA Payment(s)”). Unless otherwise specified, all citations and references to the PAGA statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Litigation and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notices were submitted to the LWDA before June 19, 2024.
- 1.24. “PAGA Notices” means and refers, collectively, to Plaintiffs’ letters to Defendants and the LWDA providing notice of certain purported Labor Code violations and of Plaintiffs’ intent to pursue civil penalties under PAGA, pursuant to Labor Code section 2699.3, subd. (a), specifically: (i) Plaintiff Breaux’s August 9, 2023 letter, and December 29, 2023 amended letter; (ii) Plaintiff Triplett’s December 19, 2023 letter; (iii) Plaintiff Flores’ February 2, 2024 letter; and (iv) Plaintiff Hernandez’s February 23, 2024 letter.
- 1.25. “PAGA Period” means and refers to the period between August 9, 2022 and either (i) June 1, 2025 or the date of the Preliminary Approval Order, whichever is earlier, or (ii) an earlier date as set forth in Paragraph 2.1.1 herein.
- 1.26. “PAGA Pay Periods” means and refers to Defendants’ two-week payroll cycle in which an Aggrieved Employee worked one or more shifts for Defendants during the PAGA Period.
- 1.27. “Participating Class Member” means and refers to all Class Members who are not Excluded Class Members.
- 1.28. “Preliminary Approval Order” and “Preliminary Approval” mean and refer to an order issued by the Court preliminarily approving the terms of the Settlement.

- 1.29. “Qualified Settlement Fund” means and refers to the fund to be established by the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1.
- 1.30. “Released Class Claims” means the claims being released and discharged by Plaintiffs and the Participating Class Members, which includes all causes of action, claims, and theories pled in the Actions, as well as any causes of action, claims, or theories that could have been asserted in the Actions based on the facts or circumstances alleged by Plaintiffs in the Actions, including, for the avoidance of doubt, the *Hernandez* First Amended Complaint (defined herein), and including, without limitation, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, failure to properly or timely respond to requests for employee records, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, all claims for restitution or equitable relief, and statutory penalties of any nature whatsoever, and attorneys’ fees and costs. The Released Class Claims include claims as described above under any and all applicable statutes, including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, and 2802; California unfair competition law based on the preceding claims, California Business and Professions Code sections 17200 *et seq.*; as well as the Industrial Welfare Commission Wage Orders.
- 1.31. “Released PAGA Claims” means the claims being released and discharged by Plaintiffs, the State of California, and the Aggrieved Employees, which includes all causes of action, claims, and theories for civil penalties under PAGA, Labor Code section 2698 *et seq.* pled in the Actions. the PAGA Notices, and the *Breaux* Amended PAGA Notice, as well as any causes of action, claims, or theories for civil penalties under PAGA, Labor Code section 2698 *et seq.* that could have been asserted in the Actions, PAGA Notices, and *Breaux* Amended PAGA Notice based on the facts or circumstances alleged by Plaintiffs in the Actions, PAGA Notices, and *Breaux* Amended PAGA Notice, including, without limitation, for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, failure to properly or timely respond to requests for employee records, and attorneys’ fees and costs. The Released PAGA Claims include claims as described above under PAGA, Labor Code section 2698 *et seq.* pertaining to any and all applicable California Labor Code sections, including, *inter alia*, sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,

1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and 2699, as well as the Industrial Welfare Commission Wage Orders.

- 1.32. “Released Parties” means and refers to Defendants and their franchisee, Ben Bridge Jeweler, Inc., and each of their respective former and present parent companies, subsidiaries, divisions, related or affiliated companies, franchisees or franchisors, directors, officers, shareholders, owners, members, employees, agents, principals, representatives, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the Released Class Claims or Released PAGA Claims, to the extent they employed or otherwise could be liable to Class Members during the Class Period for any of the Released Class Claims and/or Aggrieved Employees during the PAGA Period for any of the Released PAGA Claims, and Defendants’ Counsel in the Actions.
- 1.33. “Service Award(s)” means and refers to the amounts that the Court authorizes to be paid to Plaintiffs over and above their Individual Settlement Payment and/or Individual PAGA Payment, in recognition for Plaintiffs’ efforts in assisting with the prosecution of the Actions on behalf of the Class Members and Aggrieved Employees. Plaintiffs will request, and Defendants will not oppose, Service Awards of up to Ten Thousand Dollars (\$10,000.00) for each of the Plaintiffs.
- 1.34. “Settlement” means the disposition of the Actions effected by this Agreement.
- 1.35. “Settlement Administrator” means and refers to ILYM Group, Inc.
- 1.36. “Settlement Administration Costs” means and refers to the amount that will be paid to the Settlement Administrator for its services and includes all costs incurred in administering the Settlement, which will be paid from the Gross Fund Value, subject to Court approval. The Settlement Administration Costs are not to exceed Nineteen Thousand Nine Hundred Fifty Dollars (\$19,950), except for a showing of good cause and as approved by the Court. The Parties agree to work in good faith to minimize the Settlement Administration Costs as much as possible. Defendants will not object to an application for approval of the Settlement Administration Costs, provided the Settlement Administration Costs are paid out of the Gross Fund Value and will not increase the Gross Fund Value.
- 1.37. “Settlement Member(s)” means and refers to all Participating Class Members, all Aggrieved Employees, and, for the avoidance of doubt, Plaintiffs.
- 1.38. “Total Shifts” means and refers to the sum of all of the Shifts a Class Member worked during the Class Period.
- 1.39. “Shift(s)” means and refers to a period of work by a Class Member during the Class Period on a given day with a beginning and end time.

2. SETTLEMENT TERMS

- 2.1. Gross Fund Value. Except as otherwise provided herein, Defendants promise to pay

Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000.00), and no more, as the Gross Fund Value, which includes the maximum amounts of payments Plaintiffs will request the Court to award pursuant to this Agreement. Under no circumstances will Defendants pay more than the Gross Settlement Fund except as expressly set forth in this Agreement. Defendants have no obligation whatsoever to pay the Gross Fund Value prior to the deadline stated in Paragraph 6.2 of this Agreement. None of the Gross Fund Value will revert to Defendants.

2.1.1. Escalation Clause. Defendants represent that Class Members worked approximately 360,000 shifts through January 2025. If the number of shifts worked by Class Members during the Class Period (i.e. through June 1, 2025) exceeds 396,000 (i.e. 10% more than the estimated 360,000 shifts), the amount Defendants will be required to pay into the Gross Settlement Fund shall be increased on a *pro rata* basis by the number of shifts over 396,000. In other words, if the number of shifts during the Class Period is 399,600 (an 11% increase over 360,000), the Gross Settlement Fund would be increased by 1%, or \$28,500.00, to \$2,878,500.00. In the alternative, in the event the number of shifts exceeds 396,000, Defendants may elect to shorten the Class Period, PAGA Period, and accompanying releases herein to a date earlier than June 1, 2025 (i.e. the date on which the Class Members worked no more than 396,000 shifts), and avoid paying any additional amounts to the Gross Settlement Fund. Defendants must exercise the option to shorten the Class Period, PAGA Period, and accompanying releases herein at least 45 days prior to the first set hearing on Plaintiffs' Motion for Preliminary Approval.

2.2. Payments from Gross Settlement Fund. As set forth in this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Fund:

2.2.1. Attorneys' Fees and Cost Award. Defendants agree not to oppose an application or motion by Class Counsel for their attorneys' fees, provided such request does not exceed Thirty-Three and One-Third Percent (33.33%) of the Gross Fund Value, i.e. Nine Hundred Forty-Nine Thousand Nine Hundred Five Dollars (\$949,905.00). Defendants further agree not to oppose an application or motion by Class Counsel for the reimbursement of any actual costs associated with Class Counsel's prosecution of the Actions, provided such request does not exceed Seventy-Five Thousand Dollars (\$75,000.00). Class Counsel will provide verification of the cost amounts sought. The Parties agree that a decision by the Court to award an Attorneys' Fees and Cost Award in an amount less than the amount stated in this Settlement shall not be a basis for the Plaintiffs to void this Agreement. In the event the amount of the Attorneys' Fees and Cost Award approved by the Court is less than the requested amount, the amounts not paid to Class Counsel will remain in the Net Fund Value to be paid out to Participating Class Members. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made to Class Counsel. Class Counsel shall provide the Settlement Administrator a completed IRS Form W-9 prior to the Effective Date, and the Settlement Administrator will provide Class Counsel an IRS Form 1099 for the amounts paid. Class Counsel assumes full responsibility and liability for taxes owed on the

Attorneys' Fees and Cost Award, holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of such payment(s). With respect to the Class Counsel Fees Payment awarded to Class Counsel, the Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for such attorney fee deferral vehicles shall be paid separately by Class Counsel. Neither Defendants nor Defendants' Counsel is responsible for, or involved in any way in, the Administrator's decision whether or not to use such a fee deferral vehicle, and neither Defendant nor Defendants' Counsel expresses any opinion relating to this decision.

- 2.2.2. Service Awards. Subject to Court approval, each of the named Plaintiffs shall be paid a Service Award of up to a total of Ten Thousand Dollars (\$10,000.00) each, for a total of Forty Thousand Dollars (\$40,000.00) to Plaintiffs, or such other lower distribution or amount as the Court may order. The Service Awards shall be paid from the Gross Fund Value and shall not increase the Gross Fund Value. The Parties agree that a decision by the Court to award Plaintiffs an amount less than the maximum amount stated above shall not be a basis for Plaintiffs to void this Agreement. The Settlement Administrator shall issue each of the named Plaintiffs an IRS Form 1099 for the Service Award. For the avoidance of doubt, in the event the amount of the Service Award approved by the Court is less than the requested amount, the amounts not paid to Plaintiffs will remain in the Net Fund Value to be paid out to Participating Class Members. The Service Awards shall be paid to Plaintiffs in addition to their Individual Settlement Payment and/or Individual PAGA Payment. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Awards, hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of such payment(s).
- 2.2.3. Settlement Administration Costs. Subject to Court approval, the Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement out of the Gross Fund Value as deposited in the Qualified Settlement Fund. The Settlement Administration Costs are not to exceed Nineteen Thousand Nine Hundred Fifty Dollars (\$19,950.00), except for a showing of good cause and as approved by the Court. In the event the amount of the Settlement Administration Costs approved by the Court is less than the requested amount, the amounts not paid to the Settlement Administrator will remain in the Net Fund Value to be paid out to Participating Class Members.
- 2.2.4. PAGA Allocation. The PAGA Allocation will be paid from the Gross Fund Value as follows: Seventy-Five Percent (75%), which totals Two Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$213,750.00), shall be paid to the LWDA; and the remaining Twenty-Five Percent (25%), which totals Seventy-One Thousand Two Hundred Fifty Dollars (\$71,250.00), shall be paid to the Aggrieved Employees as the Individual PAGA Payments. The PAGA Allocation is subject to Court approval and may change on this basis; however, the Gross Fund Value shall not be increased or otherwise impacted by the Court's approval or rejection of the

PAGA Allocation. The Parties agree that a decision by the Court to reject the PAGA Allocation shall not be a basis for Plaintiffs to void this Agreement. Each Individual PAGA Payment shall be treated as non-wage income and the Settlement Administrator will report the Individual PAGA Payments on IRS Form 1099.

2.2.5. Individual Settlement Payments. The remainder of the Gross Fund Value after the foregoing payments (i.e. the Net Fund Value) will be paid out in its entirety as the Individual Settlement Payments, pursuant to the procedures and conditions set forth herein. Each Individual Settlement Payment shall be allocated 20% as wages and 80% as non-wage damages, interest, and penalties. The Settlement Administrator will report the portions allocated to wages on an IRS Form W-2 and the portions allocated to non-wage damages, interest, and penalties on an IRS Form 1099.

2.3. Individual Tax Liability. Defendants make no representations as to the tax treatment or legal effect of the payments called for in this Agreement, and Plaintiffs and Settlement Members are not relying on any statement or representation by Defendants in this regard. Plaintiffs and Settlement Members understand and agree that except for Defendants' payment of the employer's portion of any payroll taxes, Plaintiffs and Settlement Members will be solely and exclusively responsible for the payment of any and all taxes or penalties assessed on the payments described herein.

3. RELEASES

3.1. Release as to All Participating Class Members. Upon the Effective Date and full funding of the Gross Fund Value, the Participating Class Members, including Plaintiffs, release and discharge the Released Parties as to the Released Class Claims for the Class Period.

3.2. Release as to All Aggrieved Employees. Upon the Effective Date and full funding of the Gross Fund Value, the State of California and the Aggrieved Employees, including Plaintiffs, release and discharge the Released Parties for the Released PAGA Claims for the PAGA Period.

3.2.1. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the settlement and the release and discharge of the Released PAGA Claims for the PAGA Period as specified in this Agreement.

3.3. Plaintiffs' Release. Upon the Effective Date and full funding of the Gross Fund Value, in addition to the Released Class Claims and the Released PAGA Claims, Plaintiffs and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns further release and discharge Defendants and the Released Parties from: (a) all claims that were, or reasonably could have been, alleged in the Actions, based on the facts and circumstances alleged in the Actions, PAGA Notices, *Breaux* Amended PAGA Notice, and *Hernandez* First Amended Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged in the Actions based on the facts and circumstances alleged in the Actions, PAGA

Notices, *Breaux* Amended PAGA Notice, and *Hernandez* First Amended Complaint; and (c) any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiffs have or may have, including known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement, including, but not limited to, any and all claims that Plaintiffs have actually alleged or could have alleged to date, any and all claims arising out of Plaintiffs' work for Defendants and/or employment status, any claims related to FMLA or CFRA leave, any claims that Plaintiffs were wrongfully terminated or have been discriminated against or retaliated against in any way, or that Plaintiffs' privacy rights have been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for wage and hour violations, any and all claims for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *Age Discrimination in Employment Act* ("ADEA") and its amendment, the *Older Workers Benefit Protection Act* ("OWBPA"), the *California Fair Employment and Housing Act* ("FEHA"), the *Americans with Disabilities Act*, *Title VII of the Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor – Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Private Attorneys General Act, Labor Code § 2698, et seq, and *the California Wage Orders* (collectively, "Plaintiffs' Release").

Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period or PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them

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

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

Notwithstanding the provisions of California Civil Code section 1542, and for the purpose of implementing a full and complete release and discharge of Defendants and the Released Parties, Plaintiffs and Class Counsel expressly acknowledge this Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs know of, as well as all claims that they do not know or suspect to exist in their favor against Defendants or the Released Parties, or any of them, and that this Agreement contemplates the extinguishment of any such claims.

- 3.5. Release by Class Counsel: Upon the Effective Date and full funding of the Gross Fund Value, Class Counsel, on behalf of their present and former attorneys, employees, agents, successors, and assigns, release and discharge Defendants and the Released Parties from all claims for fees and costs incurred in connection with the Actions, PAGA Notices, *Breaux* Amended PAGA Notice, and all facts and circumstances underlying the Actions, PAGA Notices, and *Breaux* Amended PAGA Notice.

4. PRELIMINARY APPROVAL OF SETTLEMENT

- 4.1. Interim Stay of Proceedings. The Parties agree to hold all proceedings in the Actions in abeyance, including all discovery events and efforts, except such proceedings necessary to implement and complete the Settlement as outlined herein, pending the Preliminary Approval Hearing and Final Approval Hearing.
- 4.2. *Breaux* Amended PAGA Notice. Within fourteen (14) days of the Parties' execution of this Agreement in full, Plaintiff *Breaux* will serve a further amended PAGA notice letter to Defendants and the LWDA to assert the claims, legal allegations and theories, and factual allegations necessary to effectuate the claims released by this Settlement. (the "*Breaux* Amended PAGA Notice"). The *Breaux* Amended PAGA Notice shall (i) ensure that it names both Defendants and (ii) ensure the necessary PAGA allegations are set forth to effectuate release and discharge of the Released PAGA Claims provided in this Settlement.
- 4.3. *Hernandez* First Amended Complaint. Within seven (7) days of Plaintiff *Breaux*'s submission of the foregoing *Breaux* Amended PAGA Notice, Plaintiff *Hernandez* will seek leave to amend to file a First Amended Complaint ("*Hernandez* First Amended Complaint"), in the form attached hereto as **Exhibit B**, to add all Plaintiffs, and assert the claims, legal allegations and theories, and factual allegations necessary to effectuate

the claims released by this Settlement, in particular the Released PAGA Claims. The First Amended Complaint shall be amended in a manner such that: (i) both Defendants are named, (ii) all Plaintiffs are named, (iii) Plaintiff Breaux's above-contemplated amended PAGA notice is incorporated by reference therein, (iv) the necessary PAGA allegations are set forth to effectuate release and discharge of the Released PAGA Claims provided in this Settlement, and (v) the necessary class allegations and claims from all Actions are set forth to effectuate release and discharge of the Released Class Claims provided in this Settlement.

- 4.4. Notices of Settlement. Within fourteen (14) days of the filing of the *Hernandez* First Amended Complaint, each of the Plaintiffs will file a notice of settlement in each of their respective Actions, except for Plaintiff Triplett, who informed the Court of the settlement of the case on April 28, 2025.
- 4.5. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement.
 - 4.5.1. Within fourteen (14) days of the filing of the *Hernandez* First Amended Complaint, Plaintiffs shall file a Motion for Preliminary Approval and request a hearing before the Court to request preliminary approval of the Settlement and to request the entry of the Preliminary Approval Order.
 - 4.5.2. Simultaneous with and/or included in the filing of the Motion for Preliminary Approval, and solely for purposes of this Settlement, Plaintiffs will request the Court enter a Preliminary Approval Order, preliminarily approving the proposed Settlement, conditionally certifying the Class, and setting a date for a Final Approval Hearing.
 - 4.5.3. In conjunction with the Motion for Preliminary Approval, Plaintiffs will submit this Agreement and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement. The Order shall provide for Notice of the settlement to be sent to Class Members as specified herein.
 - 4.5.4. In the event any provision of the Settlement is rejected by the Court, the Parties will work in good faith to negotiate alteration of the rejected term(s).
 - 4.5.5. If, following the Parties' good faith efforts, the Parties cannot agree on alterations, or if ultimately the Court does not grant preliminary or final approval of the Settlement in its entirety, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. In such case, the Settlement shall not be used, referenced, or be admissible in any subsequent proceedings, either in the Actions, in the Court, or in any other forum.
- 4.6. Class Certification for Settlement Purposes Only. As set forth above, in moving for preliminary approval of the Settlement, Plaintiffs shall request certification of the Class. The certification of the Class is for settlement purposes only. Such

certification—for settlement purposes only—shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including, without limitation, that certification of a class or collective action for trial purposes is appropriate or proper, that Plaintiffs could establish any or all of the requisite elements for class or collective treatment of any of the claims in the Actions, or that the PAGA claims asserted could properly proceed on a representative basis. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated or rendered null and void, the certification of the Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class or collective action for trial purposes in the Actions or in any other actions are satisfied. In such circumstances, Defendants expressly reserve all rights to challenge certification of the Class for any purpose other than for settlement purposes in the Actions or in any other legal actions on all available grounds, as if the Class had not been certified for settlement purposes in these Actions, and no reference to the prior certification of the Class or any documents related thereto shall be made available for any purpose. Additionally, the Parties stipulate that to further the certification for settlement purposes only, and for no other purpose or effect, and which stipulation shall not constitute evidence of a binding admission, Plaintiffs are typical of other Class Members and can represent the Class.

- 4.7. The date on which the Court grants Plaintiffs’ motion for preliminary approval and enters a Preliminary Approval Order shall be the “Preliminary Approval Date”.

5. PRELIMINARY SETTLEMENT ADMINISTRATION AND NOTICE

- 5.1. Selection of Settlement Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Settlement Administrator and verified that, as a condition of appointment, the Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties each represent that they do not have any financial interest in the Settlement Administrator that could create a conflict of interest.
- 5.1.1. Employer Identification Number. The Settlement Administrator shall establish an Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities, if any.
- 5.1.2. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.
- 5.2. Delivery of Class and PAGA Member Data. Within thirty (30) days of the Preliminary Approval Date, Defendants shall deliver the Class and PAGA Member Data to the Settlement Administrator. To protect Class Members’ privacy rights, the Settlement Administrator must maintain the Class and PAGA Member Data in confidence, use the

data only for purposes of this Settlement and for no other purpose, and restrict access to only those of its employees who need access in order to effect and perform under this Agreement.

5.2.1. All information (including copies and summaries) provided to Class Counsel pursuant to California Evidence Code section 1152 or Federal Rule of Evidence 408 in connection with the mediation, other settlement negotiations, or in connection with the Settlement, and all copies and summaries of the Class and PAGA Member Data provided to the Settlement Administrator by Defendants in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds hereunder, Class Counsel and the Settlement Administrator shall destroy all paper and electronic versions of such information and the Class and PAGA Member Data received from Defendants and provide a certification to Defendants that they have done so, except as required to comply with state and federal law, and the State Bar of California, and in any such event, shall destroy the information and provide said certification at the earliest opportunity.

5.3. Calculation and Administration of the PAGA Allocation. The Individual PAGA Payments will be calculated for purposes of the Class Notice and prospective payment as follows:

5.3.1. The Settlement Administrator shall allocate Two Hundred Thirteen Thousand Seven Hundred Fifty Dollars (\$213,750.00) (75% of the PAGA Allocation) for payment to the LWDA (the “LWDA PAGA Payment”).

5.3.2. The Settlement Administrator shall determine the number of Aggrieved Employees and the Total PAGA Pay Periods, which shall be presumed to be correct.

5.3.3. The Settlement Administrator shall divide Seventy-One Thousand Two Hundred Fifty Dollars (\$71,250.00) (25% of the PAGA Allocation) by the amount of Aggregate PAGA Pay Periods to obtain the amount to allocate to each PAGA Pay Period.

5.3.4. The Settlement Administrator shall calculate each Aggrieved Employee’s Individual PAGA Payment by multiplying his or her PAGA Pay Periods by the amount allocated to each PAGA Pay Period. Each Aggrieved Employee’s estimated Individual PAGA Payment will be indicated on the Notice.

5.3.5. The PAGA Allocation is subject to Court approval and may change on that basis (e.g. due to any adjustment of the PAGA Allocation).

5.4. Calculation and Administration of the Individual Settlement Payments. The Individual Settlement Payments will be calculated for purposes of the Class Notice and prospective payment as follows:

- 5.4.1. The Settlement Administrator shall divide the Net Fund Value by the Aggregate Shifts Number to calculate the amount to allocate to each Shift.
- 5.4.2. The Settlement Administrator shall calculate each Class Members' Individual Settlement Payment by multiplying his or her Total Shifts by the amount allocated to each Shift. Each Class Member's estimated Individual Settlement Payment will be indicated on the Notice.
- 5.4.3. The Individual Settlement Payment estimates indicated on the Class Notice are subject to change, depending on factors including: (i) how many Class Members become Excluded Class Members (resulting in their Total Shifts being removed from the final Aggregate Shifts Number, thereby increasing the value assigned to each Shift); (ii) any changes to the Total Shifts resulting from challenges to Total Shifts submitted by Class Members resulting in shift adjustments, which may increase or decrease the final Aggregate Shifts Number and the value of each Shift; and (iii) any increases or reductions in the Net Fund Value (e.g. resulting from changes to the amount of the PAGA Allocation and/or Settlement Administration Costs approved by the Court).
- 5.5. Notice to Class Members. Notice of the Settlement shall be provided to all Class Members by the Settlement Administrator using the following procedures.
 - 5.5.1. Notice by First-Class Mail. Within fourteen (14) days after receipt of the Class and PAGA Member Data, the Settlement Administrator shall mail the Court-approved Class Notice, which has been mutually approved by counsel for the Parties, to the Class Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Class Notice, then the Settlement Administrator shall promptly forward the original Class Notice to the updated address via first-class regular U.S. mail indicating on the original Class Notice the date of such re-mailing.
 - 5.5.2. No Claim Form Required. Class Members and Aggrieved Employees shall not be required to submit a claim form to receive an Individual Settlement Payment or Individual PAGA Payment.
 - 5.5.3. Objection/Exclusion Deadline. Class Members will have sixty (60) calendar days from the mailing of the Class Notice to submit an objection and/or request for exclusion from the class action portion of the Settlement, or challenge the Total Shifts indicated on their Class Notice ("Objection/Exclusion Deadline"). Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Settlement Administrator per the paragraph below shall have an additional fifteen (15) calendar days beyond the initial Objection/Exclusion Deadline to submit such an objection, request, or challenge.
 - 5.5.4. Procedure for Undeliverable Notices. Any Class Notices returned to the Settlement

Administrator as undeliverable on or before the Objection/Exclusion Deadline shall be sent to any forwarding address affixed thereto within five (5) days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer, or other search using the name and address of the individual involved and shall then perform a single re-mailing within five (5) days. In the event the procedures in this paragraph are followed and the intended recipient of a Notice still does not receive the Notice, the Class Members shall be bound by all terms of the Settlement and any Final Judgment entered by the Court upon final approval of the Settlement by the Court.

- 5.5.5. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall provide Defendants' Counsel: (i) the names and contact information of the Class Members who have submitted notices of Objection or Requests for Exclusion; and (ii) the amounts owed to each Participating Class Member and each Aggrieved Employee.

- 5.6. Procedure for Objecting to or Requesting Exclusion from the Class Action Settlement or Challenging Total Shifts. The Class Members shall submit written objections to the class action portion of the Settlement and/or request exclusion from the class action portion of the Settlement and/or submit a challenge to their Total Shifts using the following procedures:

- 5.6.1. Objection Procedure. The Class Notice shall provide that those Class Members who wish to object to the class action portion of the Settlement shall mail a written statement of objection ("Notice of Objection") to the Settlement Administrator, no later than the Objection/Exclusion Deadline. The postmark date of the mailing shall be deemed the exclusive means of determining if a Notice of Objection is timely. A copy of the Notice of Objection is attached hereto within **Exhibit C**. The Notice of Objection must: (1) contain the Class Members' full name, the last four digits of his/her Social Security Number, start and dates of employment as a Class Member during the Class Period, and current contact information; (2) a statement indicating that they object to the class action portion of the Settlement and providing the basis for the Class Member's objection; (3) a statement advising if the objecting Class Member plans to address the Court at the Final Approval Hearing; (4) a statement identifying any legal counsel they have retained to represent them with respect to the objection; and (5) attach any legal briefs, papers, or memoranda the objecting Class Member proposed to submit to the Court. Class Members, regardless of whether they submit a written objection to the Settlement Administrator, will have the right to appear at the Final Approval Hearing in order to have their objections heard by the Court. Class Counsel and Defendants' Counsel shall file any responses to any written objections submitted to the Court in accordance with this Agreement at least five (5) court days before the Final Approval Hearing or by such other deadline set by the Court.

- 5.6.2. Exclusion Procedure. The Notice shall provide that Class Members who wish to exclude themselves from the class action portion of the Settlement must submit a

written request to be excluded (“Request for Exclusion”) on or before the Objection/Exclusion Deadline. A copy of the Request for Exclusion is attached hereto within **Exhibit C**. Such Request for Exclusion must: (1) contain the full name, address, telephone number, and last four digits of the Social Security Number for the person requesting exclusion; (2) contain a statement clearly indicating that they seek to exclude themselves from the class action portion of the Settlement; (3) be signed by the person requesting exclusion; (4) be returned by mail to the Settlement Administrator at the specified address; and (5) be postmarked on or before the Objection/Exclusion Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests an exclusion from the class action portion of the Settlement will not be bound by the release of Released Class Claims, have any right to object, appeal, or comment thereon, or be entitled to an Individual Settlement Payment. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Objection/Exclusion Deadline shall be Participating Class Members and shall be bound by all terms of the class action portion of the Settlement and any Final Judgment entered in these Actions if the Settlement is approved by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit a Request for Exclusion.

- 5.6.2.1. No Exclusion by Plaintiffs. Plaintiffs, and each of them, expressly agree not to, and waive the right to, exclude themselves from the Class or class action portion of the Settlement. To the extent any Plaintiff submits a Request for Exclusion, it shall be null and void and of no legal effect, and the Plaintiff will remain a Participating Class Member for all purposes, including with respect to the release of Released Class Claims, Released PAGA Claims, and Plaintiffs’ Release.
- 5.6.2.2. No PAGA Exclusion. The foregoing Requests for Exclusion do not apply to Aggrieved Employees. Upon Court approval, Aggrieved Employees will be bound by the PAGA portion of the Settlement and the release of Released PAGA Claims irrespective of whether they make a Request for Exclusion. For the avoidance of doubt, no Aggrieved Employee may opt out of the Settlement with respect to the Released PAGA Claims by law.
- 5.6.3. Dispute Procedure. Each Class Member will have the opportunity, should he or she disagree with Defendants’ records regarding their Total Shifts as presented in the Class Notice, to provide documentation to show contrary employment dates. To do so, Class Members must contact the Settlement Administrator *and* provide the Settlement Administrator with all applicable and necessary documentary evidence to support their dispute regarding Total Shifts prior to the Objection/Exclusion Deadline. Moreover, an individual can only dispute his or her number of Total Shifts if they do not exclude themselves from the Settlement. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether a shift adjustment is warranted. Class Counsel and Defendants’ Counsel shall meet and confer to reach an agreement regarding whether a shift adjustment is warranted

based on the documentary evidence submitted by the Class Member. If a shift adjustment is warranted, the additional amount owed to said Class Member, if any, shall be paid as part of that Participating Class Member's Individual Settlement Payment, and no such adjustment will result in an increase to the Gross Fund Value, as long as the adjustment is not the result of an error by Defendants. If the dispute cannot be resolved by the Parties, the shifts shall be as stated in the Class and PAGA Member Data provided by Defendants. The Settlement Administrator will notify the disputing Class Member(s) of the decision. In the event that it is determined that Defendants erroneously omitted Class Members and/or Aggrieved Employees or incorrectly accounted for start and end dates of employment, Shifts, and/or PAGA Pay Periods, the Parties will meet and confer with respect to potential solutions.

- 5.7. No Solicitation of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from any Final Judgment.
- 5.8. The Settlement Administrator shall provide Defendants' Counsel and Class Counsel a weekly report showing the number of Class Members who have submitted Notices of Objection or Requests for Exclusion (if any).

6. FINAL APPROVAL, FUNDING, AND PAYMENTS

- 6.1. Final Approval Hearing and Entry of Final Judgment. Upon expiration of the Objection/Exclusion Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (1) the Attorneys' Fees and Cost Awards, (2) the Service Awards, and (3) Settlement Administration Costs. The Final Approval Hearing shall not be held earlier than thirty (30) days from the Objection/Exclusion Deadline. A copy of the proposed judgment Plaintiffs shall submit to the Court in connection with the Final Approval Hearing is attached hereto as **Exhibit D**.
- 6.1.1. Continuing Jurisdiction. After entry of the Final Approval Order and Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (1) the interpretation and enforcement of the terms of the Settlement; (2) settlement administration matters; and (3) such post-final judgment matters as may be appropriate under courts rules or as set forth in this Agreement.
- 6.2. Creation and Funding of the Qualified Settlement Fund. Within 14 days of the Final Approval Date, or otherwise as soon as practicable or upon request of Defendants or Defendants' Counsel, the Settlement Administrator shall provide Defendants a fully-executed IRS W-9 form and any further information Defendants may require to issue payment. Within five (5) business days of the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions to fund the Gross Fund Value. Within sixty (60) days of the Effective Date, Defendants shall deliver the Gross Fund Value into the Qualified Settlement Fund created by the

Settlement Administrator. Defendants shall also simultaneously deliver to the Settlement Administrator the employer's share of payroll taxes, including, but not limited to, FICA, FUTA, and SDI contributions.

- 6.3. Payments from the Gross Fund Value. Within fourteen (14) days after Defendants fund the Gross Fund Value and Defendants' share of payroll taxes, the Settlement Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the Service Awards, the LWDA PAGA Payment, the Settlement Administration Costs, and the Attorneys' Fees and Cost Award. Disbursement of the Attorneys' Fees and Cost Award shall not precede disbursement of the Individual Settlement Payments and Individual PAGA Payments.
 - 6.3.1. The Settlement Administrator will issue checks for the Individual Settlement Payments and the Individual PAGA Payments and send them to the Settlement Members via First Class U.S. Mail, postage prepaid. The checks shall be negotiable for one hundred eighty (180) calendar days, which shall be prominently stated on the face of each check. The Settlement Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 6.3.2. Said mailings will also provide notice of the Court's entry of the Final Approval Order and Final Judgment, which shall be posted to and available on the Settlement Administrator's website for a period of at least sixty (60) days.
 - 6.3.3. Those funds represented by checks returned as undeliverable and those checks remaining uncashed or deposited for more than one hundred and eighty (180) days after issuance shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500 *et seq.*, for the benefit of those Settlement Members who did not receive, deposit, or cash their checks until such time they claim their property. The Parties agree that this disposition results in no "unpaid" reside under California Code of Civil Procedure section 384, as the entire Net Fund Value attributable to the Participating Class Members and the PAGA Allocation attributable to the Aggrieved Employees will have been paid out to them, whether or not each of them actually received, deposited, or cashed their settlement checks.
 - 6.3.4. Although Settlement Members who do not timely cash or deposit the checks for their Individual Settlement Payments or Individual PAGA Payments will not immediately receive the monies from those checks, such persons shall nonetheless be and remain Settlement Members bound by all terms of the Settlement and Final Judgment entered in the Actions, including the releases of the Released Class Claims and Released PAGA Claims.
 - 6.3.5. The checks received by the Settlement Members shall be accompanied by a Notice of Payment of Individual Settlement Payment and/or Notice of Payment of Individual PAGA Payment, copies of which are attached hereto as **Exhibit E**.

- 6.3.6. The payment of the Individual Settlement Payments and the Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Participating Class Members or the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6.4. Tax Forms and Tax Payments. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Settlement Members, the LWDA, the Settlement Administrator itself, and Class Counsel, any W-2, 1099, or other tax forms, as set forth herein and as may be required by law, for all amounts paid pursuant to this Settlement, and for forwarding all payroll taxes and penalties to the appropriate government authorities.
- 6.4.1. Each Aggrieved Employee's Individual PAGA Payment will be allocated as 100% penalties and shall be reported on an IRS Form-1099 by the Settlement Administrator.
- 6.4.2. Each Participating Class Member's Individual Settlement Payment will be allocated as follows: (a) 20% as wages; and (b) 80% as non-wage damages, interest, and penalties. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to non-wage damages, interest, and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator.
- 6.5. Certification by Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such completion to the Court and counsel for the Parties.
- 6.6. Discharge of Obligations. Defendants shall discharge their obligations to the Settlement Members through the remittance by the Settlement Administrator of the Individual Settlement Payments to the Participating Class Members and the Individual PAGA Payments to the Aggrieved Employees, regardless of whether these payments are actually received and/or negotiated by Settlement Members. Once Defendants have complied with their obligations set forth in this Settlement, they will be deemed to have satisfied all terms and conditions under this Settlement Agreement and shall have no further obligations under this Agreement regardless of what occurs with respect to those payments and sums.
- 6.7. Nullification of Settlement Agreement. In the event that (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Court does not enter a Final Approval Order as provided herein, which becomes final as a result of the Effective Date, this Agreement and the Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought

prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, as well as any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review.

- 6.8. Right to Rescind Agreement. Defendants shall have, in their sole discretion, the right to void and withdraw from the Settlement, if, as of the Objection/Exclusion Deadline, five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion. Defendants must exercise this right of rescission, in writing, to Class Counsel within fifteen (15) days of receipt of the report from the Settlement Administrator. If the option to rescind is exercised, then Defendants will be solely responsible for all settlement administration costs incurred to that point.
- 6.9. Notice to the LWDA. Class Counsel shall be responsible for providing all notices to the LWDA and providing Defendants' Counsel with confirmation of same, including submission of the Settlement to the LWDA prior to the filing of the motion for preliminary approval, pursuant to California Labor Code section 2699(s)(2), and submission of any judgment within 10 days after entry of same, pursuant to California Labor Code section 2699(s)(3). Defendants may also choose, but are not obligated, to provide such notice to the LWDA.
- 6.10. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If any Class Member, Aggrieved Employee, or another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 6.11. Dismissal of Actions. Within fourteen (14) days of the Court's entry of a Final Approval Order, Plaintiffs Breaux, Flores, and Triplett will file requests for dismissal with prejudice of their respective Actions (LASC Case No. 23SMCV04825, OCSC Case No. 30-2024-01377405-CU-OE-CXC, LASC Case Nos. 24STCV04697, LASC Case No. 24SMCV00844).

7. ADDITIONAL PROVISIONS

- 7.1. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached exhibits which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7.2. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

- 7.3. Entire Agreement. This Agreement and any attached exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements contained and memorialized in such documents.
- 7.4. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court and/or the mediator to resolve such disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants.
- 7.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 7.6. Waiver: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 7.7. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the Parties hereto.
- 7.8. California Law Governs. All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.
- 7.9. No Publicity. Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel. However, Class Counsel may list the case name, number, and a brief description of the claims in their declarations in support of qualifications as class counsel in future filings, and will undertake any and all submission of information or documents to the LWDA as required by the PAGA statute.
- 7.10. Counterparts. This Agreement may be executed in one or more counterparts. All

executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

- 7.11. Fair, Adequate, and Reasonable Settlement. The Parties believe the Settlement is a fair, adequate, and reasonable resolution of the Actions and have arrived at the Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.
- 7.12. Jurisdiction of the Court. The shall retain jurisdiction, pursuant to Code of Civil Procedure Section 664.6 or otherwise, with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.
- 7.13. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.
- 7.14. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by regular U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Class

Eric K. Yaeckel

Ryan T. Kuhn

Cody D. Archer

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2330 Third Avenue

San Diego, California 92101

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ryan@sullivanlawgroupapc.com

cody@sullivanlawgroupapc.com

Counsel for Plaintiff Breaux

Mehrdad Bokhour

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-and-

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Counsel for Plaintiff Flores

Arby Aiwarzian
Joanna Ghosh
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Telephone: (818) 265-1020
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Email: aa@calljustice.com
joanna@calljustice.com
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Counsel for Plaintiff Triplett

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
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Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705
Email: david@tomorrowlaw.com
vedang@tomorrowlaw.com

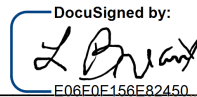
To Defendants:

Ashley Farrell Pickett
Bryan W. Patton
Jonathan A. Schaub
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
Telephone: (310) 586-7700
Facsimile: (310) 586-7800
Email: ashley.farrellpickett@gtlaw.com
bryan.patton@gtlaw.com
jonathan.schaub@gtlaw.com

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

PLAINTIFFS

9/17/2025
Dated: _____

DocuSigned by:

E06E0E156E82450

Lavontra Breaux

Dated: _____

Natalie Flores

Dated: _____

Naron Triplett

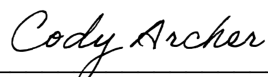
Dated: _____

Vanessa Hernandez

CLASS COUNSEL

Dated: 9/22/25

Sullivan & Yaeckel Law Group, APC



Eric K. Yaeckel

Ryan T. Kuhn

Cody D. Archer

Dated: _____

Bokhour Law Group, P.C. / Falakassa Law, P.C.

Mehrdad Bokhour

Joshua S. Falakassa

Dated: _____

Lawyers *for* Justice, PC

Arby Aiwarzian

Joanna Ghosh

Melissa LeBlanc-Mansell

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

PLAINTIFFS

Dated: _____

Lavontra Breaux

Dated: 9/20/2025

Signed by:

Natalie Flores

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Natalie Flores

Dated: _____

Naron Triplett

Dated: _____

Vanessa Hernandez

CLASS COUNSEL

Dated: _____

Sullivan & Yaeckel Law Group, APC

Eric K. Yaeckel

Ryan T. Kuhn

Cody D. Archer

9/22/2025

Dated: 9/22/2025

Bokhour Law Group, P.C. / Falakassa Law, P.C.

Signed by:

MEHRDAD BOKHOUR

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Mehrdad Bokhour

Joshua S. Falakassa

DocuSigned by:

Joshua Falakassa

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Dated: _____

Lawyers for Justice, PC

Arby Aiwarzian

Joanna Ghosh

Melissa LeBlanc-Mansell

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

PLAINTIFFS

Dated: _____

Lavontra Breaux

Dated: _____

Natalie Flores

Dated: _____

Naron Triplett

Dated: 09/22/2025

Vanessa Hernandez

Vanessa Hernandez

CLASS COUNSEL

Dated: _____

Sullivan & Yaeckel Law Group, APC

Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer

Dated: _____

Bokhour Law Group, P.C. / Falakassa Law, P.C.

Mehrddad Bokhour
Joshua S. Falakassa

Dated: _____

Lawyers *for* Justice, PC

Arby Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

PLAINTIFFS

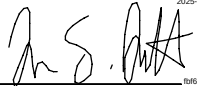
Dated: _____

Lavontra Breaux

Dated: _____

Natalie Flores

09/25/2025
Dated: _____

Electronically Signed

Nintex AssureSign®

Naron Triplett

Dated: _____

Vanessa Hernandez

CLASS COUNSEL

Dated: _____

Sullivan & Yaeckel Law Group, APC

Eric K. Yaeckel
Ryan T. Kuhn
Cody D. Archer

Dated: _____

Bokhour Law Group, P.C. / Falakassa Law, P.C.

Mehrddad Bokhour
Joshua S. Falakassa

Dated: September 29, 2025

Lawyers *for* Justice, PC



Arby Aiwanian
Joanna Ghosh
Melissa LeBlanc-Mansell

Dated: September 22, 2025

Bibiyan Law Group, P.C.

Vedang J. Patel

David D. Bibiyan

Vedang J. Patel

PANDORA JEWELRY LLC

Dated: _____

By: _____

Its: _____

PANDORA VENTURES, LLC

Dated: _____

By: _____

Its: _____

Approved as to form:

GREENBERG TRAURIG, LLP

Dated: _____

Ashley Farrell Pickett

Bryan W. Patton

Jonathan A. Schaub

Dated: _____

Bibiyon Law Group, P.C.

David D. Bibiyon
Vedang J. Patel

PANDORA JEWELRY LLC

Dated: 9/22/2025

Signed by:
By: Luciano Forembusch
1B79FEB67FDF43E...
Its: SVP, General Manager

PANDORA VENTURES, LLC

Dated: 9/24/2025

Signed by:
By: Luciano Forembusch
1B79FEB67FDF43E...
Its: SVP, General Manager

Approved as to form:

GREENBERG TRAURIG, LLP

Dated: 9/24/2025

s/ Ashley Farrell Pickett
Ashley Farrell Pickett
Bryan W. Patton
Jonathan A. Schaub

Exhibit A

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

NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

VANESSA HERNANDEZ, LAVONTRA BREAUX, NARON TRIPLETT, and NATALIE FLORES, Individually, and on behalf of other members of the general public similarly situated, Plaintiffs, v. PANDORA JEWELRY LLC, a Maryland Limited Liability Company; PANDORA VENTURES, LLC, a Maryland Limited Liability Company; and DOES 1-10, inclusive, Defendants.	CASE NO.: 24STCV04554 JUDGE: Hon. Carolyn B. Kuhl COURT: Los Angeles Superior Court, Spring Street DEPT.: 12 NOTICE OF CLASS AND PAGA ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

A proposed settlement has been reached in the above-referenced putative class and PAGA action (“*Hernandez*”) currently pending in the Superior Court of California for the County of Los Angeles. The proposed settlement encompasses and consolidates claims asserted in this case and in four other related cases: *LaVontra Breaux v. Pandora Jewelry, LLC, et al*, Los Angeles Superior Court, Case No. 23SMCV04825 (“*Breaux*”), *Natalie Flores v. Pandora Ventures, LLC*, Orange Superior Court, Case No. 30-2024-01377405-CU-OE-CXC (“*Flores*”); *Naron Triplett v. Pandora Ventures, LLC et al.*, Los Angeles Superior Court, Case No. 24STCV04697; and *Naron Triplett v. Pandora Ventures, LLC et al.*, Los Angeles Superior Court, Case No. 24SMCV00844 (together with 24STCV04697, “*Triplett*”). Collectively, these five cases are referred to herein as the “Action”.

This notice is to inform you of the proposed settlement of the Action, subject to Court approval. The notice is also intended to (i) describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you; and (ii) advise you of your rights and options with respect to the settlement. ***The Court has not determined who is right or wrong in this lawsuit.***

You are receiving this notice by order of the Court because the records of Pandora Jewelry, LLC and/or Pandora Ventures, LLC (hereinafter referred to collectively as “Pandora”) indicate that you are a current or former non-exempt, hourly paid employee of Pandora who worked in California during the time period of February 2, 2020 to June 1, 2025. As a result, you may be eligible to receive a portion of the settlement amount.

This is a Court-approved notice. This is not an advertisement.

You are not being sued. Your legal rights may be affected whether you act or not.

II. WHAT IS THE LAWSUIT ABOUT?

On October 13, 2023, Lavontra Breaux filed a putative class action lawsuit alleging California Labor Code violations and to recover penalties on behalf of herself and other alleged “Aggrieved Employees” pursuant to California’s Labor Code Private Attorneys General Act (“PAGA”) for these various alleged violations of the Labor Code purportedly committed by Pandora. The *Breaux* action is pending before Department 12 of the Superior Court of California, County of Los Angeles.

On February 2, 2024, Natalie Flores filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Orange, alleging similar claims.

On February 23, 2024, Naron Triplett filed a putative wage and hour Class Action Complaint for Damages in the Superior Court of California, County of Los Angeles, alleging similar claims. And, also on February 23, 2024, Naron Triplett also filed a Complaint in the Superior Court of California, County of Los Angeles, entitled *Naron Triplett v. Pandora Ventures, LLC et al.*, Case No. 24SMCV00844, asserting a PAGA claim for civil penalties.

On February 23, 2024, Vanessa Hernandez filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Los Angeles, alleging similar claims.

Lavontra Breaux, Natalie Flores, Naron Triplett, and Vanessa Hernandez are the “Plaintiffs” in the Action. As part of the proposed settlement, the Plaintiffs have filed a First Amended Complaint in the *Breaux* matter, which combines claims brought by all Plaintiffs. Plaintiffs asserted claims against Pandora on behalf of Class Members and Aggrieved Employees for failure to pay regular, minimum, or overtime wages, or final wages upon separation from employment, including vacation pay, failure to provide meal and rest periods, failure to pay vacation wages, failure to reimburse for all business-related expenses, failure to provide wage statements with the required information, unfair and/or unlawful business practices, failure to properly pay, track, and/or pay out at termination vacation pay, failure to properly or timely respond to requests for employee records, and civil penalties pursuant to PAGA.

Pandora denies any and all wrongdoing and liability. Pandora contends that they conducted business and compensated employees consistent with the laws of the State of California. Pandora contends that they have no liability for any claims under any statute, wage order, common law, or equitable theory. The Court has not ruled on the merits of Plaintiffs’ claims or allegations.

III. WHO IS INCLUDED IN THIS ACTION?

“Class Member(s)” include all non-exempt, hourly paid persons who worked for Pandora in the State of California at any time during the time period of February 2, 2020, through June 1, 2025 (the “Class Period”). Those identified as Class Members will comprise the class Plaintiffs will request the Court conditionally certify for settlement purposes only.

In addition, “Aggrieved Employee(s)” include all non-exempt, hourly paid persons who worked for Pandora in the State of California at any time during the period of August 9, 2022 through June 1, 2025 (the “PAGA Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

On [DATE], the Plaintiffs and Pandora executed a Class Action and PAGA Settlement and Release Agreement (the “Settlement”) as a compromise that resolves the class and PAGA claims asserted in the Action. The Settlement is subject to Court approval. On [DATE], the Court preliminarily approved the Settlement and conditionally certified the Class for settlement purposes only.

The Settlement is the result of good faith and arms-length negotiations between Plaintiffs and Pandora. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members and Aggrieved Employees. Please be advised that the Court has not ruled on the merits of Plaintiffs’ claims or Pandora’s defenses. This means the Court has not made any determination of who is right or wrong, or that Plaintiffs could establish any of the requisite elements for class or collective treatment of any of the claims asserted, or that the PAGA claims alleged could proceed on a representative basis.

Under the terms of the proposed Settlement, Pandora will pay **Two Million Eight Hundred Fifty Thousand Dollars and Zero Cents** (\$2,850,000.00) (the “**Gross Fund Value**”) in exchange for a release of the class and PAGA claims asserted by Plaintiffs on behalf of all Class Members and Aggrieved Employees.

A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the Gross Fund Value the following amounts: (1) Plaintiffs’ counsel’s attorneys’ fees, up to 33 & 1/3% of the settlement value (or \$949,905.00); (2) Plaintiffs’ counsel’s costs of litigation, up to the amount of \$75,000.00; (3) the expenses of administering the settlement, up to the amount of \$19,950.00; (4) an enhancement award of up to \$40,000.00 (\$10,000.00 to each Plaintiff) for their role in pursuing the litigation; (5) a payment of \$213,750.00 to the California Labor & Workforce Development Agency, representing 75% of the \$285,000.00 allocated to the settlement of the claim for civil penalties under PAGA; and (6) a payment of \$71,250.00 to the Aggrieved Employees, representing 25% of the \$285,000.00 allocated to the settlement of the claim for civil penalties under PAGA. After deducting the preceding amounts from the Gross Fund Value, the remaining amount (the “Net Fund Value”) will be distributed as individual settlement payments to Class Members who do not exercise their right to opt out of the Settlement as provided in Section V below.

Each Class Member's individual settlement payment will be calculated by dividing the Net Fund Value by the estimated total number of shifts worked by all Class Members during the Class Period to arrive at a per-shift figure. For each Class Member, that per-shift figure will then be multiplied by the number of shifts the Class Member worked during the Class Period to determine each Class Member's pro rata portion of the Net Fund Value (their "Individual Settlement Payment"). Pandora will provide the settlement administrator with the necessary data for this determination based on their records. Of each Individual Settlement Payment, 20% will be deemed a recovery of wages, for which a W-2 tax form will be issued, and the remaining 80% will be deemed the recovery of interest and penalties for which a Form 1099 will be issued.

Additionally, with respect to the portion of the Gross Fund Value allocated to Aggrieved Employees for civil penalties under PAGA, that amount will be distributed to Aggrieved Employees who worked for Pandora in California between August 9, 2022, and June 1, 2025. Each Aggrieved Employee's individual PAGA payment will be calculated by dividing this amount by the estimated total number of pay periods worked by all Aggrieved Employees during the PAGA Period to arrive at a per-pay period figure. For each Aggrieved Employee, that per-pay period figure will then be multiplied by the number of pay periods the Aggrieved Employee worked during the PAGA Period to determine each Aggrieved Employee's pro rata portion (the "Individual PAGA Payment"). Each Individual PAGA Payment will be deemed a recovery of penalties for which a Form 1099 will be issued.

Pandora's records indicate that you worked a total of [REDACTED] shifts during the Class Period. Based on this estimate and Pandora's records, your estimated Individual Settlement Payment is \$[REDACTED]. [Pandora's records also indicate that you worked a total of [REDACTED] pay periods during the PAGA Period, and your estimated Individual PAGA Payment is \$[REDACTED].] These are only estimates. Your actual payments may change depending on the Court's final ruling and the final number of participating Class Members.

You have the opportunity, should you disagree with Pandora's records regarding the number of shifts and PAGA pay periods you worked as reflected above, to challenge the figure(s), including by providing documentation to show contrary employment dates. To do so, you must contact the settlement administrator and provide all evidence to support your dispute prior to the Opt-Out/Objection Deadline outlined in Section VI(B) below. However, you cannot submit a dispute regarding the number of shifts reflected in this notice if you exercise the right to opt out of the Class and Settlement. **Subject to Court approval, you do not need to take any further action to receive money from this Settlement.**

V. WHAT AM I RELEASING UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, upon the Effective Date and upon Pandora fully funding the Settlement, all Class Members and/or Aggrieved Employees will release the following claims:

All Class Members who do not opt out of the Settlement will release and discharge Pandora and the "Released Parties" for the Class Period from all causes of action, claims, and theories pled in the Action, as well as any causes of action, claims, or theories that could have been asserted in the Action based on the facts or circumstances alleged by Plaintiffs in the Action, including, without limitation, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, all claims for restitution or equitable relief, and statutory penalties of any nature whatsoever, and attorneys' fees and costs. The Released Class Claims include claims as described above under any and all applicable statutes, including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, and 2802; California unfair competition law based on the preceding claims, California Business and Professions Code sections 17200 *et seq.*; as well as the Industrial Welfare Commission Wage Orders.

"Released Parties" means and refers to Pandora and their franchisee, Ben Bridge Jeweler, Inc., and each of their respective former and present parent companies, subsidiaries, divisions, related or affiliated companies, franchisees or franchisors, directors, officers, shareholders, owners, members, employees, agents, principals, representatives, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the Released Class Claims or Released PAGA Claims, to the extent they employed or otherwise could be liable to Class Members during the Class Period for any of the Released Class Claims and/or Aggrieved Employees during the PAGA Period for any of the Released PAGA Claims,

and Pandora's Counsel in the Actions.

All Aggrieved Employees will release and discharge Pandora and the Released Parties for the PAGA Period from all causes of action, claims, and theories for civil penalties under PAGA, Labor Code section 2698 et seq. pled in the Action, as well as any causes of action, claims, or theories for civil penalties under PAGA, Labor Code section 2698 et seq. that could have been asserted in the Action, or in Plaintiffs' PAGA notices, and based on the facts or circumstances alleged by Plaintiffs in the Action, and PAGA Notices, including, without limitation, for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, and attorneys' fees and costs. The Released PAGA Claims include claims as described above under PAGA, Labor Code section 2698 et seq. pertaining to any and all applicable California Labor Code sections, including, inter alia, sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, and 2699; as well as the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Order 7-2001.

Settlement checks returned as undeliverable or those Settlement checks remaining uncashed for more than 180 days after issuance shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law for the benefit of those Class Members and/or Aggrieved Employees and until they claim their property.

VI. WHAT ARE MY OPTIONS?

A. *You may participate in the Settlement, accept your share, and be bound by the release of all claims described above.* Under the Settlement, you will automatically receive an Individual Settlement Payment unless you opt out of the Class by following the opt-out procedures set forth below. If approved by the Court, the Settlement and its releases will be binding on all Class Members who do not timely opt out. Settlement awards will be paid by check from the settlement administrator after the Settlement is given final approval by the Court.

OR

B. *You may exclude yourself from the Settlement, in which case you will not receive an Individual Class Payment and you will not be bound by the Settlement as to the release of class claims.* If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and Social Security Number. You may, but are not required, to use the Opt-Out/Request for Exclusion form accompanying this Notice. Your request for exclusion must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be received or postmarked no later than __ (60 calendar days after mailing of this Notice), the "Opt-Out/Objection Deadline".

If you are also an Aggrieved Employee, you will automatically receive an Individual PAGA Payment. You will receive this payment regardless of whether you exercise the right to opt out of the Class.

Your decision about whether or not to participate in this Settlement will not affect your employment or potential for re-employment with Pandora.

OR

C. *You may object to the settlement.* If you wish to object to the Settlement or some part of it, you may advise the Court of your objection in writing stating why you object to the Settlement. Your objection must state your full name; your Social Security Number; approximate dates of employment; address; telephone number; a statement providing the basis for your objection; a statement identifying any legal counsel they have retained to represent them with respect to the objection; and any legal briefs, papers, or memoranda you propose to submit to the Court. The objection must be delivered or mailed to the settlement administrator, at the address below, and if mailed must be postmarked no later than the Opt-Out/Objection Deadline. You may, but are not required, to use the Notice of Objection form accompanying this Notice.

You may also, if you wish, appear at the Final Approval Hearing on __ at __, in Department 12 of the Los Angeles Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the settlement administrator. You are not required to attend the hearing. If you object to the Settlement,

you may still receive an Individual Settlement Payment if the Court approves the Settlement despite any objections.

VII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Los Angeles Superior Court, case number 24STCV04554. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Los Angeles Superior Court, located at Santa Monica Courthouse, 1725 Main Street, Santa Monica, CA 90401. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you need more information or have any questions, you can call the Claims Administrator at ____ or any of Class Counsel (see below for phone numbers).

VIII. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs and the Class

Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you. However, you may choose to be represented by your own counsel at your own cost. Class Counsel is seeking an award from the Court for attorneys' fees of up to \$949,905.00 and documented litigation costs of up to \$75,000.00.

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PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

**THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY
ACTION YOU SHOULD OR SHOULD NOT TAKE**

*****THIS IS NOT AN ADVERTISEMENT FROM A LAWYER*****

Exhibit B

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Attorneys for Plaintiff LAVONTRA BREAUX Individually, and on behalf of other members of the general public similarly situated,

ADDITIONAL COUNSEL ON NEXT PAGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VANESSA HERNANDEZ, LAVONTRA BREAUX, NARON TRIPLETT, and NATALIE FLORES Individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

PANDORA JEWELRY LLC, a Maryland Limited Liability Company; PANDORA VENTURES, LLC, a Maryland Limited Liability Company; and DOES 1-10, inclusive

Defendants

CASE NO. 24STCV04554
[Related Case Nos.: 23SMCV04825; 24SMCV00844; 24STCV04697; and 24STCV15396]

(Proposed CLASS ACTION)

FIRST AMENDED COMPLAINT FOR:

- 1. VIOLATION OF LABOR CODE §§ 226.7 and 512 (Class Claim)**
- 2. VIOLATION OF LABOR CODE §§ 246, 510, 1194 and 1197 (Class Claim);**
- 3. VIOLATION OF LABOR CODE § 226 (Class Claim)**
- 4. VIOLATION OF LABOR CODE §§ 2802 (Class Claim)**
- 5. VIOLATION OF LABOR CODE §§ 201-204 (Class Claim)**
- 6. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 et seq. (Class Claim)**
- 7. VIOLATION OF LABOR CODE §§ 204 AND 210 (W A G E S N O T**

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**TIMELY PAID DURING
EMPLOYMENT) (Class Claim)**

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- 8. VIOLATION OF LABOR CODE §§
226 AND 246(I) (FAILURE TO
PROVIDE WRITTEN NOTICE OF
PAID SICK LEAVE AND
SUPPLEMENTAL PAID SICK
LEAVE) (Class Claim)**
- 9. VIOLATION OF LABOR CODE
§227.3 (FAILURE TO PAY
VACATION WAGES) (Class Claim)**
- 10. VIOLATION OF LABOR CODE
§§226, 1198.5 (FAILURE TO
PRODUCE REQUESTED
EMPLOYMENT RECORDS)**
- 11. PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (Representative Claim)**

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, Dept. 12 - Spring Street]

Demand for Jury Trial.

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20 Attorneys for Plaintiff NARON TRIPLETT Individually, and on behalf of other members
21 of the general public similarly situated,

COME NOW Plaintiffs LAVONTRA BREAUX, VANESSA HERNANDEZ, NARON TRIPLETT, and NATALIE FLORES Individually, and on behalf of other members of the general public similarly situated, and alleges for their First Amended Complaint as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Court has jurisdiction over this matter in that all parties are residents of, or do business within, the State of California and the amount in controversy exceeds the statutory minimum limit of this Court. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. Furthermore, there is no federal question at issue as Wage and Hour protections and remedies related thereto are based solely on California Law and Statutes, including the Labor Code, Civil Code, and IWC Wage Order(s).
2. Plaintiffs are informed and believe and thereon allege that at all relevant times mentioned herein, Defendant PANDORA JEWELRY LLC, (Referred to herein collectively as "Defendants" or "PANDORA"), was and is a Maryland Limited Liability Company doing business throughout the state, including the County of Los Angeles, State of California. Plaintiff is informed and believes and thereon alleges that at all relevant times mentioned herein, Defendant PANDORA VENTURES, LLC (Referred to herein collectively as "Defendants" or "PANDORA"), was and is a Maryland Limited Liability Company doing business throughout the state, including the County of Los Angeles, State of California.
3. Venue before this Court is proper in that certain wrongful acts which gave rise to Plaintiffs' injuries occurred in the County of Los Angeles, State of California.
4. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants are responsible in some manner for the wrongs and damages as herein alleged, and in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in doing the actions mentioned below, was acting within the course and scope of his or her authority as such agent, servant, partner, and employee with the permission and consent of the co-defendants. Plaintiffs' injuries as herein alleged were proximately caused by said defendants. Wherever it is alleged herein that any act or omission was done or committed by any specially named Defendant or Defendants, Plaintiffs intend thereby to allege and does allege that the same act or omission was also

1 done and committed by each and every defendant named as a DOE, both separately and
2 in concert with the named Defendant or Defendants.

3 5. Plaintiffs are presently unaware of the true names, capacities and liability of Defendants
4 named herein as DOES 1 through 10, inclusive. Accordingly, Plaintiffs will seek leave of
5 court to amend this complaint to allege their true names and capacities after the same have
6 been ascertained.

7 6. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named
8 Defendants are responsible in some manner for the wrongs and damages as herein alleged,
9 and in so acting was functioning as the agent, servant, partner, and employee of the co-
10 defendants, and in doing the actions mentioned below, was acting within the course and
11 scope of his or her authority as such agent, servant, partner, and employee with the
12 permission and consent of the co-defendants. Plaintiffs' injuries as herein alleged were
13 proximately caused by said Defendants. Wherever it is alleged herein that any act or
14 omission was done or committed by any specially named Defendant or Defendants,
15 Plaintiffs intend thereby to allege and do allege that the same act or omission was also
16 done and committed by each and every Defendant named as a DOE, both separately and
17 in concert or conspiracy with the named Defendant or Defendants.

18 7. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them,
19 including DOES 1 through 10, are and at all times herein mentioned were either
20 individuals, sole proprietorships, partnerships, registered professionals, corporations, alter
21 egos or other legal entities which were licensed to do and/or were doing business in the
22 county of San Diego, state of California at all times relevant to the subject matter of this
23 action.

24 **FACTUAL BACKGROUND**

25 8. Plaintiff BREAUX was employed by Defendants from approximately November 28, 2022
26 through June 12, 2023. Throughout her employment with Defendants, Plaintiff BREAUX
27 performed her job in a capable, and competent manner. Plaintiff HERNANDEZ was
28 employed by Defendants from approximately August 2023 through February 2024.
Throughout her employment with Defendants, Plaintiff HERNANDEZ performed her job
in a capable, and competent manner. Plaintiff TRIPLETT was employed by Defendants

1 from approximately November 2018 through September 2023. Throughout her
2 employment with Defendants, Plaintiff TRIPLETT performed her job in a capable, and
3 competent manner. Plaintiff FLORES was employed by Defendants from approximately
4 July 2021 through January 2024. Throughout her employment with Defendants, Plaintiff
5 FLORES performed her job in a capable, and competent manner.

- 6 9. Throughout the term of their employment, Plaintiffs and all other aggrieved employees
7 were and currently are denied the benefits and protections of the Labor Code due to
8 Defendants' institutionalized pay practices, standard as to all of Defendants' California-
9 based, nonexempt, employees.

10 **CLASS ACTION ALLEGATIONS**

- 11 10. As more specifically set forth below, Plaintiffs bring this action on behalf of an
12 ascertainable class and a well-defined community of interest among the class members.
13 Code Civ. Proc. § 382; *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 426, 470.
14 Throughout the operative limitations period, Plaintiffs and all other class members were
15 denied the protections and benefits of the Labor Code and Industrial Welfare Commission
16 ("IWC") Wage Order(s) due to Defendants' standard practices. Throughout their
17 employment, Plaintiffs and all other class members were and are denied full and accurate
18 compensation, including overtime compensation, in violation of, *inter alia*, Labor Code
19 sections 246, 510 and 1194. Plaintiffs and the other class members were and are denied
20 legally-compliant Meal and Rest Periods and Meal and Rest Period payments, in violation
21 of, *inter alia*, IWC Wage Order 4 (or any other applicable Wage Order) and Labor Code
22 sections 226.7 and 512. Defendants failed to reimburse Plaintiffs and other class members
23 for necessary business expenditures in violation of, *inter alia*, Labor Code section 2802.
24 11. Plaintiffs bring this action on the grounds that they and other similarly situated current and
25 former employees of Defendants were and are improperly denied the mandated wages and
26 reimbursements resulting from the above-referenced violations. *Sav-On Drug Stores, Inc.*
27 *v. Superior Court* (2004) 34 Cal.4th 319. The class is believed to contain approximately
28 Two Thousand Eight Hundred (2,800) members.
12. The approximately 2,800 member class is ascertainable via their experience as Defendants' current or former California-based employees, designated as "nonexempt" by Defendants.

13. Class members share a community of interest and an injury-in-fact as Defendants have violated California compensation laws, depriving class members of money earned.
14. There are questions of fact and law common to the class that predominate over any questions affecting only individual members. The questions of law and fact common to the class arising from Defendants' actions include, without limitation, the following:
- a. Whether Defendants failed to pay its employees the proper straight-time, overtime, and double time wages due and owing to them, based on *inter alia*, Defendants alteration - and deduction from - the actual time recorded on the Time Records, prior to the payment of compensation to the employees. Additionally, the right to receive the proper minimum wage and overtime compensation was impacted by Defendants knowingly failing to consider other work performed by the employees;
 - b. Whether Defendants failed to provide its employees with statutorily-compliant Meal and/or Rest Periods, in violation of, *inter alia*, California Labor Code section 512 and 226.7, in that Defendants written policies are not compliant with California law, Defendants do not allow its employees timely and duty-free breaks, and Defendants improperly "alter" employees recorded Meal Periods to avoid Meal Penalty payments;
 - c. Whether Defendants failed to properly provide Meal and Rest Period premiums in accordance with law;
 - d. Whether Defendants failed to properly calculate and pay its employees overtime and doubletime compensation, accrued sick pay and Meal and Rest Period premiums in accordance with law by failing to properly calculate, into the Regular Rate of Pay, the value of additional compensation and employee benefits;
 - e. Whether Defendants failed to properly reimburse its employees for necessary business expenditures for, *inter alia*, cell phone costs and mileage, in violation of Labor Code section 2802;
 - f. Whether Defendants failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, 204, due, in part, to the fact that Defendants failed to provide proper compensation for all hours worked, as discussed above;

- 1 g. Whether Defendants conduct constituted a violation of Business & Professions
2 Code section 17200 *et seq.*;
- 3 h. Whether Defendants failed to provide all compensation in a timely manner during
4 employment violation of Labor Code sections 204 and 210;
- 5 i. Whether Defendants failed to provide written notice of paid sick leave and
6 supplemental paid sick leave in violation of Labor Code sections 226 and 246(I).;
- 7 j. Whether Defendants failed to pay Employees vacation wages as required under
8 Labor Code §227.3; and
- 9 k. Whether Defendants violated California Labor Code §§226 and 1198.5 by failing
10 to timely produce the required records requested by Plaintiffs and the Class.
- 11 15. The class on whose behalf this action is brought is so numerous that joinder of all parties
12 individually would be impracticable. Plaintiff brings the class action on behalf of
13 approximately Two Thousand Eight Hundred (2,800), California-based current and former
14 employees of Defendants who share a common or general interest, and it would be
15 impracticable for those employees to bring the action individually. Any variations in job
16 activities between the individual class members are legally insignificant to the issues
17 presented by this action since the central facts remain, to wit, Plaintiff and all other class
18 members were improperly denied the benefits and protections of the Labor Code and IWC
19 Wage Order(s), by and through Defendants' standard and institutionalized practices.
- 20 16. There are questions of law and fact common to the class. Plaintiffs, and all class members,
21 were injured by Defendants' violations of the enumerated Labor Code sections and IWC
22 Wage Order(s). As these violations resulted from Defendants' standard and
23 institutionalized practices, questions of law and fact are common to the class.
- 24 17. Plaintiffs' claims in this action are typical of the class whom Plaintiffs generally represent.
25 The claims result from Defendants' standard and institutionalized practices, experienced
26 by Plaintiffs and all other class members.
- 27 18. Plaintiff can fairly and adequately protect the interests of all the members of the class she
28 represents in this action. Any difference in job titles is immaterial, as Defendants used
(and uses) standard systems to compensate class members. Plaintiffs' experience and
knowledge of Defendants' "wage and hour" practices, in addition to Plaintiff's familiarity

with Defendants pay policies pertaining to the class members she represents, entitles him to adequately and fairly represent the class.

19. Common questions predominate over questions affecting individual class members. Plaintiff and all other class members were improperly denied the benefits and protections of the Labor Code and IWC Wage Order(s) by and through Defendants' standard and institutionalized practices. Common questions of law or fact therefore "present a significant aspect of the case" and are capable of resolution "in a single adjudication." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1022.
20. At all times mentioned herein, Defendants are and were "employers" as that term is used within the relevant sections of the California Labor Code.

FIRST CAUSE OF ACTION
Meal and Rest Period Violations Pursuant to Labor Code §§ 226.7 and 512
Class Action

(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

21. Plaintiffs hereby incorporate by reference paragraphs 1 through 20 as though fully set forth herein.
22. Labor Code section 1198 states:
- The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.
- Defendants violated this section by establishing working conditions below the standard of the applicable Wage Order.
23. Under applicable California law, "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes [...] An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes" Lab. Code § 512(a); see also 8 Cal. Code Regulations. § 11040 (11)(A). Unless the employee is relieved of all duty for a full thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. 8 Cal. Code Regulations. § 11040 (11); See *Safeway v. Superior Court*

(2015) 238 Cal.App.4th 1138, 1160.

24. California law requires employers to provide employees with a 10-minute rest break for every four hours worked, or “major fraction thereof.” 8 Cal. Code Regs. § 11040 (12).
25. An employer who fails to provide meal or rest periods as required by an applicable Wage Order must pay the employee one additional hour of pay at the employee’s regular rate of pay for each workday that the meal or rest period was not provided. Lab. Code § 226.7(b); 8 Cal. Code Regs. § 11040 (11), (12).
26. Within the operative time period, Defendants failed to possess compliant Meal and Rest Period policies.
27. For example, Defendants’ Rest Period policy and practice does not provide the right for employees to “leave the premises,” and actually require the employees to “remain on premises for the duration of this Rest Period” where “coverage” issues require as such.
28. Defendants’ Meal and Rest Period policy also assumes that employees have “waived” the right to a legally-compliant Meal or Rest Period, or a Meal or Rest Period penalty payment, unless the employees complete a very specific process of formal notification to the Defendants.
29. Moreover, Defendants’ policies and practices preclude “duty-free” Meal and Rest Periods. These institutional and established practices of Defendants are illegal, in that Plaintiff and all other employees were denied proper and/or timely Meal and Rest Periods.
30. These violations are due, in part, to the fact that Defendants do not possess a legal Rest Period policy or practice, as its Rest Period policy lacks required language, resulting in employees failing to receive all Rest Periods legally due. Defendants do not provide Rest Periods, as defined by California law. Further, Defendants have never provided a fully-compliant Rest Period penalty payment to any employee.
31. Defendants also do not possess a legal Meal Period policy, and make no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, be provided a short or late Meal Period, or be provided only one Meal Period, even when they were working in excess of 10 hours a day. Additionally, Defendants failed to accurately record its employees actual start and stop times of Meal Periods, in violation of the IWC Wage Orders. 8 Cal. Code Regs. §

- 11040 (6)(A)(3). Defendants also improperly “alter” employee meal period times.
32. Moreover, Defendants’ policies and practices preclude “duty-free” Meal and Rest Periods, in that the employees are required to remain “On Call” at all times, including during the Meal and Rest Periods, in order to (among other reasons) respond to supervisors. These institutional and established practices of Defendants are illegal, in that Plaintiff and all other class members were denied proper and/or timely Meal and Rest Periods.
33. Defendants willfully failed and refused to pay Plaintiffs and all other class members one additional hour of pay at their regular rate of pay for all workdays that a Meal or Rest Period was not provided, as required by Labor Code section 226.7 and IWC Wage Order 4 (or any other applicable Wage Order), (11), (12).
34. Any payments made by Defendants for missed or late Meal Periods were not paid at an employee’s regular rate in violation of Labor Code section 226.7 and the operative IWC Wage Orders. Instead, these payments were made at an employee’s base rate and did not include the value of, *inter alia*, additional compensation and/or employee benefits including, but not limited to, cash in lieu of healthcare benefits and shift differentials
35. As a direct result of Defendants’ willful failure and refusal to comply with the California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.
36. Plaintiffs have incurred and continue to incur legal expenses and attorneys’ fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this Complaint when the amounts are more fully known.

SECOND CAUSE OF ACTION

Employee Compensation Violations Pursuant to Labor Code §§ 246, 510, 1194 and 1197

Class Action

(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

37. Plaintiffs incorporate by reference paragraphs 1 through 36 as though fully set forth herein.
38. Throughout the applicable time period, Plaintiffs and the other Class Members were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.

1 39. Defendants failed to pay its employees all compensation due, including minimum wage
2 compensation, overtime compensation, and accrued sick pay, in violation of, among other
3 statutes, Labor Code sections 246, 510 and 1197. This failure was caused by several
4 separate uniform practices of Defendants. This failure was caused by and through
5 Defendants failure to maintain accurate Time Records (as required by California law), to
6 the detriment of the employee. Specifically, although Defendants would receive “to-the-
7 minute” start and end times (from its employees required actions), Defendants would
8 thereafter alter - and deduct time from - the Time Records, prior to payment of
9 compensation to the employees. Additionally, the right to receive the proper minimum
10 wage and overtime compensation was impacted by Defendants knowingly failing to
11 consider other work performed by the employees. Finally, Defendants’ failed to keep
12 accurate time records which reflected when its employees were actually working or under
13 Defendants’ control. These actions, and instructions, caused the employees to lose
14 compensation, including the proper minimum wage and overtime compensation.

15 40. Additionally, Defendants failed to properly calculate Plaintiffs’ regular rate of pay for
16 purposes of paying overtime compensation and accrued sick pay such that the value of
17 employee’s benefits were not included in the calculation of Plaintiffs’ regular rate of pay.
18 Plaintiffs are informed and believe and thereon allege that at all relevant times herein,
19 Defendants failed to take into account the value of all non-discretionary compensation and
20 employee benefits when calculating their regular rates of pay for paying both overtime and
21 sick pay. This additional compensation and benefits includes, but is not limited to, cash
22 in lieu of healthcare benefits and shift differentials. Additionally, by altering their
23 employees’ time records, as referenced above, Defendants alter the actual hourly rate of
24 pay for its employees. Defendants do not factor in this actual hourly rate, when calculating
25 the overtime rate of pay, in violation of Labor Code section 510.

26 41. Defendants failed to pay Plaintiffs and all other class members all compensation due,
27 including Overtime Compensation, due in violation of, among other statutes, Labor Code
28 section 510. These violations occurred due to Defendants’ illegal policies, referenced
above, including the failure to accurately record employee time worked, whereby
employees experienced monetary under-compensation. These violations also occurred as

Defendants had several policies and practices which required employees to work in excess of 8 hours, without receiving all overtime (and/or double-time) compensation. The systematic failure to provide proper overtime compensation is a violation of California law.

42. As a direct result of Defendants' willful failure and refusal to comply with the California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm all to their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

43. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays leave of court to amend this Complaint when the amounts are more fully known.

THIRD CAUSE OF ACTION

Violation of Labor Code § 226-Class Action

(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

44. Plaintiffs hereby incorporate by reference paragraphs 1 through 43 as though fully set forth herein.

45. Throughout the applicable time period, Plaintiffs and the other class members were denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby.

46. Defendants failed to provide Plaintiffs and all other class members with accurate itemized wage statements in violation of, among other statutes, Labor Code section 226. These violations include, but are not limited to, Defendants failure to provide an accurate showing of (A) the gross wages earned, in violation of Labor Code section 226(a)(1), due to under-payments caused by the "Regular" time and Overtime allegations listed above; (B) the total number of hours (including overtime hours) worked in violation of section 226(a)(2); (C) accurate net or gross wages, including overtime wages, earned in violation of section 226(a)(1) and (5), due to the above-referenced violations, (D) all applicable hourly rates in effect, in violation of section 226(a)(9); and (E) "the name and address of the legal entity that is the employer," in violation of section 226(a)(8).

1 47. As a direct result of Defendants' failure to comply with the foregoing provisions of the
2 Labor Code, Plaintiffs and all other employees have been damaged in an amount to be
3 proved at trial.

4 48. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs
5 are presently unaware of the precise amount of these expenses and fees and pray for leave
6 of court to amend this Complaint when the amounts are more fully known

7 **FOURTH CAUSE OF ACTION**
Failure to Reimburse Pursuant to Labor Code § 2802
Class Action

8 **(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)**

9 49. Plaintiffs hereby incorporate by reference paragraphs 1 through 48 as though fully set forth
10 herein.

11 50. Defendants failed to reimburse Plaintiffs and all other Class Members for all necessary
12 business expenditures incurred in direct consequence of the discharge of their duties in
13 violation of, among other statutes, Labor Code section 2802. These expenditures are the
14 result of, *inter alia*, Defendants' standard policies which require Plaintiffs and all other
15 Class Members to incur expenses, including but not limited to, mileage costs and cell
16 phone costs without full reimbursement.

17 51. As a direct result of Defendants' willful failure and refusal to comply with the California
18 Labor Code, Plaintiffs and other non-exempt employees have suffered injury, loss, and
19 harm all to their damages in a sum according to proof. On behalf of the class, Plaintiffs
20 hereby seek compensatory damages, back pay (or penalty), prejudgement interest, and
21 other remedies set forth below.

22 52. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees.
23 Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays
24 for leave of court to amend this Complaint when the amounts are more fully known.

25 **FIFTH CAUSE OF ACTION**
Failure to Timely Pay Wages Upon Separation Pursuant to Labor Code §§ 203 and 204
Class Action
26 **(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)**

27 53. Plaintiffs hereby incorporate by reference paragraphs 1 through 52 as though fully set forth
28 herein.

54. Throughout the applicable time period, Plaintiffs and the other Class Members were

denied the benefits and protections of the California Labor Code and IWC Wage Order(s) and were damaged thereby. These violations resulted from, among other unlawful actions, Defendants willful failure to provide accurate and complete compensation to class members under Labor Code sections 226.7, 510, 512, 1197, and 2802.

55. As set forth above, Defendants failed (and continue to fail) to provide all wages due and owing to Plaintiffs and all other class members throughout the course of their employment. As a direct result of this failure, Plaintiffs and all other class members who were discharged or quit were denied all wages due and owing when they received their final paychecks. These final paychecks failed to take into account all outstanding wages due as a result of Defendants' standard and institutionalized payroll practices. Moreover, this failure to timely pay wages results in a separate violation of Labor Code section 204.

56. Labor Code section 203 provides for waiting time penalties for failing to pay wages earned and unpaid at the time of discharge, in violation of Labor Code section 201. Accordingly, Plaintiffs and all other putative class members seek these penalties as relief for Defendants' violations.

57. As a direct result of Defendants' willful failure and refusal to comply with the California Labor Code, Plaintiffs and other employees have suffered injury, loss, and harm all to their damages in a sum according to proof. On behalf of the class, Plaintiffs hereby seek compensatory damages, back pay (or penalty), prejudgement interest, and other remedies set forth below.

58. Plaintiffs have incurred and continues to incur legal expenses and attorneys' fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees and prays for leave of court to amend this Complaint when the amounts are more fully known.

SIXTH CAUSE OF ACTION
Violation of Business and Professions Code § 17200
Class Action

(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

59. Plaintiffs hereby incorporate by reference paragraphs 1 through 58 as though fully set forth herein.

60. Plaintiffs are direct victims of Defendants' illegal and/or unfair business acts and practices referenced in this complaint, have lost money as a result of such practices, and bring this

1 action both in their individual capacity and on behalf of Defendants' current and former
2 California-based, nonexempt employees who share a common or general interest in the
3 damages as a result of the illegal and/or unfair practices.

4 61. The approximately 2,800 member class is ascertainable via their experience as Defendants'
5 current or former California-based, nonexempt employees. Class members share a
6 community of interest and an injury-in-fact as Defendants have violated California
7 compensation laws, thereby depriving class members of money earned. Based on the facts
8 set forth above, it would be impracticable to proceed in individual actions.

9 62. Plaintiffs suffered an injury-in-fact pursuant to Business & Professions Code section
10 17204, and lost money as a result of Defendants' illegal and/or unfair practices.

11 63. Plaintiffs bring this action on behalf of an ascertainable class who share a community of
12 interest pursuant to Business & Professions Code section 17203 and Code of Civil
13 Procedure section 382 and who share a common or general interest in the damages as a
14 result of the illegal and/or unfair practices, in that those individuals on whose behalf the
15 action is brought have also lost money as a result of Defendants' practices, as set forth
16 above, and that it would be impracticable to proceed as an individual plaintiff action.

17 64. As set forth above, during the course of Plaintiffs' employment, Defendants failed and
18 refused to properly pay Plaintiffs and all other class members. Defendants also failed to
19 comply with fundamentally protective California laws including, but not limited to, Labor
20 Code sections 201-203, 204, 226.7, 246, 510, 512, 1194, and 2802, as well as IWC Wage
21 Order 4, or any other applicable Wage Order.

22 65. Business & Professions Code section 17200 *et seq.* prohibits any unlawful, unfair, or
23 fraudulent business act or practice.

24 66. Plaintiffs' allegations herein are based upon Defendants' institutional business acts and
25 practices.

26 67. Defendants' acts and practices, as described herein above, are unlawful and unfair, in that
27 they violate the Labor Code and IWC Wage Order(s).

28 68. As a direct result of Defendants' unlawful and unfair business acts and practices, Plaintiffs
and all other class members have been denied wages earned, and have therefore been
damaged in an amount to be proven. Accordingly, Plaintiffs pray for restitution and

injunctive damages in an amount to be proven.

69. Plaintiffs are informed and believe, and on that basis allege, that Defendants' unlawful and unfair business practices, alleged above, are continuing in nature and are widespread.

70. On behalf of the ascertainable class, Plaintiffs respectfully request an injunction against Defendants to enjoin them from continuing to engage in the illegal conduct alleged herein.

71. On behalf of the ascertainable class, Plaintiffs respectfully request restitution damages.

72. Plaintiffs have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs are presently unaware of the precise amount of these expenses and fees, and prays for leave of court to amend this complaint when the amounts are more fully known.

SEVENTH CAUSE OF ACTION
(Violation of California Labor Code §§ 204 and 210)
(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

73. Plaintiffs hereby incorporates by reference paragraphs 1 through 72 as though fully set forth herein.

74. At all times herein set forth, California Labor Code section 204 provides that all wage earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

75. At **all** times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

76. At **all** times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

77. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

78. Plaintiffs and other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties

pursuant to Labor Code section 21 0(b).

EIGHTH CAUSE OF ACTION

**(Violation of Labor Code §§ 226 and 246(i) (Failure to Provide Written
Notice of Paid Sick Leave and Supplemental Paid Sick Leave)
(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)**

79. Plaintiffs hereby incorporate by reference paragraphs 1 through 78 as though fully set forth herein.

80. At all material times set forth herein, California Labor Code section 246(i) states that an "employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

81. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiffs and the Class in accordance with Labor Code sections 226(a) and 246(i), and to keep accurate records as required by § 1174(d). The wage statements provided to Plaintiffs and the Class, and the records maintained by the Defendants, have not accurately reflected the amounts of available paid sick leave, vacation, or paid time off. Such failures caused injury to Plaintiffs and the Class, by, among other things, depriving them of the rights afforded them by the 2021 COVID- Supplemental Paid Sick Leave law, and by impeding them from knowing the accurate amounts of available paid sick leave, vacation, or paid time off.

82. Defendants have intentionally and willfully failed to provide Plaintiffs and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to failure to provide paystubs, and/or the failure list the total number of hours worked, the actual gross wages earned, the correct rates of pay, and the address of the legal entity of the employer.

83. Because of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

84. More specifically, Plaintiffs and the Class have been injured by Defendants' intentional and

willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

85. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

86. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

NINTH CAUSE OF ACTION

Violation of Labor Code §227.3 (Failure to Pay Vacation Wages) (Class Action)

(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)

87. Plaintiffs hereby incorporate by reference paragraphs 1 through 86 as though fully set forth herein.

88. This cause of action is brought pursuant to Labor Code §227.3, which provides that whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

89. At all relevant times, Defendants maintained such a paid vacation policy, Defendants failed to pay all vested and unused vacation time to Plaintiffs and the Class at their respective final rates of pay at their time of separation. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or non-discretionary bonuses to Plaintiffs and the Class but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. As such, Defendants have violated Labor Code §227.3.

90. Defendants failed to pay accrued vacation time, failed to pay vacation time at the proper rate, failed to pay report accrued and paid vacation in wage statements, and failed to keep accurate records of same.

91. Defendant's practice and uniform administration of corporate policy regarding illegal

1 employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
2 and the Class in a civil action for the unpaid amount of wages, liquidated damages,
3 including interest thereon, statutory penalties, attorney's fees, and costs of suit according
4 to Labor Code §§ 227.3, 558, 1194 *et seq.*, 1197.1, 1198, 1199 and Code of Civil
5 Procedure § 1021.5.

6 **TENTH CAUSE OF ACTION**

7 **Violation of Labor Code §227.3 (Failure to Pay Vacation Wages) (Class Action)**

8 **(Individually, and on behalf of the Class against Defendants and DOES 1 through 10)**

- 9 92. Plaintiffs hereby incorporate by reference paragraphs 1 through 91 as though fully set forth
10 herein.
- 11 93. Pursuant to Labor Code § 226, current and former employees have the right to inspect or
12 receive a copy of their records pertaining to their employment, upon reasonable request to
13 their employer. Under this statute, an employer that receives a request to inspect or receive
14 a copy of records pertaining to a current or former employee must comply with the request
15 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
16 request.
- 17 94. Pursuant to Labor Code § 1198.5, every current and former employee, or his or her
18 representative, has the right to inspect and receive a copy of the personnel records that the
19 employer maintains relating to the employee's performance or to any grievance concerning
20 the employee. Under this statute, upon written request from a current or former employee
21 or his or her representative, an employer must make the contents of the personnel records
22 available for inspection or provide a copy of the personnel records to the current or former
23 employee, or his or her representative, not later than thirty (30) calendar days from the date
24 the employer receives the written request, subject to some limited exceptions. Failure to
25 comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750),
26 pursuant to Labor Code §§ 1198(k) and 226(f).
- 27 95. Upon information and belief, Plaintiffs and the Class sent written requests on their own
28 or through their counsel to Defendants for their payroll records, timecards, and personnel
records. However, Plaintiffs and members of the Class have not received the requested
records, or did not timely receive them.

1 96. Defendants violated Labor Code §§ 226 and 1198.5 by failing to timely produce the
2 required records requested by Plaintiffs and the Class.

3 97. Pursuant to Labor Code § 1198.5, Plaintiffs and the Class are entitled to a penalty of seven
4 hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

5 98. Pursuant to Labor Code § 226, Plaintiffs and the Class are entitled to a penalty of seven
6 hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

7 **ELEVENTH CAUSE OF ACTION**

8 **Violation of Labor Code § 2698 et seq. - Representative Action**

9 **(By Plaintiffs in a *Representative Capacity*)**

10 99. Plaintiffs hereby incorporate by reference paragraphs 1 through 98 as though fully set forth
11 herein.

12 100. At all times mentioned herein, Defendants were subject to the Labor Code and Industrial
13 Welfare Commission Wage Orders of the State of California, including, but not limited
14 to, California Labor Code section 2698 *et seq.*

15 101. Throughout the operative limitations period, Plaintiffs and all other aggrieved employees
16 were denied the protections and benefits of the Labor Code and IWC Wage Order(s) due
17 to Defendants' standard practices. Said violations were set forth in the causes of action
18 above and are re-stated below. This "PAGA" cause of action alleges that the aggrieved
19 employees are comprised of Defendants' current or former nonexempt California-based
employees.

20 102. Plaintiffs have exhausted their administrative remedies and pre-filing requirements
21 pursuant to California Labor Code section 2699.3, and has also fulfilled all notice
22 requirements under the statute. To wit, on August 9, 2023, counsel for Plaintiff BREAUX
23 prepared and submitted via the online filing portal a notice letter to the California Labor
24 & Workforce Development Agency ("LWDA") via USPS Certified Mail and electronic-
25 mail service. A copy of the letter was mailed to Defendants also via USPS Certified Mail.
26 (Please see **Exhibit 1**, a true and correct copy of this letter.) On December 29, 2023,
27 counsel for Plaintiff prepared and submitted via the online filing portal an amended PAGA
28 Notice letter to the LWDA. A copy of the letter was mailed to Defendants also via USPS

1 Certified Mail. (Please see **Exhibit 2**, a true and correct copy of this letter.) On October
2 1, 2025, Plaintiff Breaux prepared and submitted via online filing portal a further amended
3 PAGA Notice letter to the LWDA, a copy of which was mailed to Defendants. (Please see
4 **Exhibit 3**, a true and correct copy of this letter). These letters contained the specific
5 provisions of the California Labor Code and Business and Professions Code violated by
6 Defendants, as well as the facts and theories in support of Plaintiff's claims. The statutory
7 time period for the LWDA to investigate and/or respond, and for the employers to respond,
8 has concluded, allowing Plaintiff to proceed with this lawsuit.

9 103. At all times mentioned herein, Defendants were and are "employers" as that term is used
10 within the relevant sections of the California Labor Code.

11 104. Throughout the Class Period, Defendants committed the above-referenced and
12 incorporated Labor Code and Wage Order violations against Plaintiffs and the other
13 employees. To wit, throughout their employment, Plaintiffs and all other California non-
14 exempt employees during the limitations period were and are denied full and accurate
15 compensation, including overtime compensation and minimum wages, in violation of,
16 *inter alia*, Labor Code sections 246, 510 and 1194. Plaintiffs and the other class members
17 were and are denied Meal and Rest Periods and Meal and Rest Period payments, in
18 violation of, *inter alia*, IWC Wage Order 4 (or any other applicable Wage Order) and
19 Labor Code sections 226.7 and 512. Defendants failed to furnish accurate itemized wage
20 statements in violation of, *inter alia*, Labor Code section 226. Defendants failed to
21 reimburse Plaintiffs and other class members for necessary business expenditures in
22 violation of, *inter alia*, Labor Code section 2802. Defendants failed to provide all
23 compensation due at termination of employment in violation of, *inter alia*, Labor Code
24 sections 201 through 203 and 204. Defendants failed to properly pay vacation wages
25 pursuant to Labor Code section 227.3. Defendants failed to timely produce payroll and
26 employment records pursuant to Labor Code sections 226 and 1198.5.

27 105. As California Labor Code Section 2699 provides for civil penalties recoverable by
28 Plaintiffs on behalf of themselves and other aggrieved employees by and through Labor
Code section 2699.3, and as Plaintiffs have complied with the pre-filing requirements,

1 Plaintiffs may recover the penalties pursuant to Labor Code section 2699, as more
2 specifically set forth in the below Prayer For Relief.

3 106. As a direct result of Defendants' failure to comply with the provisions of the Labor Code
4 and orders of the commission, Plaintiffs and other employees of Defendants have been
5 damaged in an amount to be proved at trial.

6 107. Plaintiffs seek an award of statutory civil penalties for each underpaid employee of
7 Defendants pursuant to Labor Code sections 2699(a) for each of these employees.

8 108. Plaintiffs also seek an award of reasonable attorneys' fees and costs pursuant to Labor
9 Code section 2699(g)(1).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs on their own behalf and on behalf of all members of the
12 proposed Class, prays for judgment as follows:

- 13 1. For an order certifying the proposed class(es);
- 14 2. For compensatory damages according to proof, as set forth under Labor Code sections
15 246, 510, 1194, and 2802, among other statutes;
- 16 3. For penalties and/or restitution of wages according to proof, as set forth under Labor
17 Code sections 203, 221, 226 (including 226(e) and 226(f)), 226.3, 226.7, 227.3, 245,
18 246, 1174, 1174.5, 1197.1, and 1198.5, among other statutes;
- 19 4. For penalties pursuant to Title 8, California Code of Regulations, Wage Order 4 (or any
20 applicable Wage Order);
- 21 5. For lost back pay in an amount to be proven;
- 22 6. On behalf of the ascertainable Class, for a permanent injunction against Defendants
23 restraining, preventing, and enjoining Defendants from engaging in the illegal practices
24 alleged, and to ensure compliance with, among other employee protections, Labor
25 Code sections 226.7, 246, 510, 512, 1197, and 2802;
- 26 7. On behalf of the ascertainable Class, for restitution damages on behalf of the section
27 17200 claimants who share a common or general interest;
- 28 8. Where available, for liquidated damages pursuant to Labor Code section 1194.2;

- 1 9. For an award of interest, including prejudgment interest, pursuant to Labor Code
2 section 218.6;
3 10. For an award of attorneys' fees and costs of suit herein pursuant to Labor Code sections
4 218.5, 1194, 2802, 2699(f)(2) and Code of Civil Procedure section 1021.5;
5 11. For an award of statutory civil penalties and any unpaid, or underpaid wages, pursuant
6 to Labor Code sections 2699 et. seq.; and
7 12. For such other relief as the Court deems just and proper.

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiffs hereby request that this matter be heard and decided by trial by jury.
11

12 Dated: October 1, 2025

SULLIVAN & YAECKEL LAW GROUP, APC

13
14
15 _____
16 Eric K. Yaeckel
17 Ryan T. Kuhn
18 Cody D. Archer
19 Attorneys for Plaintiff LAVONTRA BREAUX
20 Individually, and on behalf of other members of
21 the general public similarly situated
22
23
24
25
26
27
28

Exhibit 1

SULLIVAN & YAECKEL

LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

August 9, 2023

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: LaVontra Breaux v. Pandora Jewelry LLC
Our File No.: 7371

Dear Administrator:

Please allow this correspondence to serve as "written notice," as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Pandora Jewelry LLC (hereinafter referred to as "Pandora"), in the above referenced matter. This "written notice" is filed on behalf of LaVontra Breaux (hereinafter "Ms. Breaux ") and all current and former non-exempt employees employed by Pandora. Thank you for your assistance and instruction on this issue.

The specific provisions alleged to have been violated by Pandora are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 226, 226(a), 226.7, 510, 512, 1194, and 2802, as well as IWC Wage Order 7, codified as Title 8, California Code of Regulations, section 11070 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Ms. Breaux was employed as a non-exempt employee for Pandora from approximately November 28, 2022, through July 3, 2023.

Throughout the term of Ms. Breaux' employment, Pandora required Ms. Breaux and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Pandora failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 510, IWC Wage Order 7, and/or any other applicable wage orders. This illegal action is due, in part, to Pandora's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked¹ by the employees, or in control of the employer. For instance, Pandora would instruct Ms. Breaux to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Pandora would often require Ms. Breaux to work extended hours (beyond scheduled hours), without compensation. Further, Pandora would regularly contact Ms. Breaux outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.

- Additionally, among other issues, Pandora has notice of Ms. Breaux, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Ms. Breaux was frequently scheduled to be "On Call" outside of when her work shifts ended, but was never compensated for this time. Further, Pandora failed to properly calculate and pay overtime at the actual overtime rate of pay, as Pandora ignores certain compensation when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Pandora failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Pandora does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.

- Pandora would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or customers at all times. Pandora has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not "cure" the stated Labor Code violation under section 226.7. The California Supreme Court held that "An employer's failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an

employer's provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7." *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256, italics added. Even more recently, a 2020 California Supreme Court ruling stated that, "The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy 'does not excuse a section 226.7 violation.'" *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Pandora failed to pay Meal Period Premiums at the proper rate, as Pandora fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- Pandora required its employees to constantly monitor their cell phones and be "on-call" at all times, specifically during Meal Periods. On occasion, Pandora would interrupt, or cut short, its employees' Meal Periods and require them to return to work.
- Pandora illegally retained control over its employees during Meal Periods. For example, Pandora required its employees to "remain on the premises," and to remain "On Call" (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Pandora failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Pandora does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Pandora makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Pandora would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to customers at all times. Pandora has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Pandora would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Pandora required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Pandora would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Ms. Breaux was required to respond to supervisors and work related matters during her Rest Periods.
- Finally, Pandora illegally retained control over its employees during Rest Periods. For example, Pandora required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Pandora violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Ms. Breaux and other employees were not compensated for all hours worked (due in part to Pandora’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Pandora violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Pandora (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Pandora would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Pandora violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Pandora does not explain how its system describes “time worked” on the Wage Statement itself. As such, Ms. Breaux cannot “readily ascertain” what these figures mean. This is because Pandora is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.97”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Pandora failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

///

///

Failure to Provide Compliant Expense Reimbursement Payments

Pandora failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Ms. Breaux, and other non-exempt employees, including expenses for cell-phone costs and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

Pandora failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Pandora failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

To confirm, Pandora is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K. Yaeckel, Esq.

Via Certified U.S. Mail

CT CORPORATION SYSTEM

Agent of Service of Process for

PANDORA JEWELRY LLC

330 N. Brand Blvd, Suite 700

Glendale, CA 91203

Exhibit 2

SULLIVAN & YAECKEL
LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

December 29, 2023

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **LaVontra Breaux v. Pandora Jewelry LLC; and**
Pandora Ventures, LLC
Our File No.: 7371
LWDA Case No.: LWDA-CM-974032-23

Dear Administrator:

Please allow this correspondence to serve as amended “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Pandora Jewelry LLC; and Pandora Ventures, LLC (hereinafter collectively referred to as “Pandora”), in the above referenced matter. This “written notice” is filed on behalf of Ms. LaVontra Breaux (hereinafter “Ms. Breaux”), and all current and former non-exempt employees employed by Pandora. Thank you for your assistance and instruction on this issue.

Please Note: This letter is meant to supplement and expand upon the original notice letter sent by Ms. Breaux on August 9, 2023, which was assigned LWDA Case No. LWDA-CM-974032-23. The Court of Appeal has recently held that the “relation back” doctrine can apply in the context of a PAGA case. *See Huteson v. Superior Court* (February 7, 2022) 74 Cal.App.5th 932.

The specific provisions alleged to have been violated by Pandora are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 226, 226(a), 226.7, 510, 512, 1194, and 2802, as well as IWC Wage Order 7, codified as Title 8, California Code of Regulations, section 11070 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Ms. Breaux was employed as a non-exempt employee for Pandora from approximately November 28, 2022, through July 3, 2023.

Throughout the term of Ms. Breaux' employment, Pandora required Ms. Breaux and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Pandora failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 7, and/or any other applicable wage orders. This illegal action is due, in part, to Pandora's policies of (1) failing to properly retain accurate Time Records, in violation of California law, and (2) failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Pandora would instruct Ms. Breaux to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Pandora would often require Ms. Breaux to work extended hours (beyond scheduled hours), without compensation. Further, Pandora would regularly contact Ms. Breaux outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Pandora has notice of Ms. Breaux, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Ms. Breaux was frequently scheduled to be "On Call" outside of when her work shifts ended, but was never compensated for this time. Further, Pandora failed to properly calculate and pay overtime at the actual overtime rate of pay, as Pandora ignores certain compensation when calculating the Regular Rate of Pay.

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- Pandora failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Pandora does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.
- Pandora would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or customers at all times.

Pandora has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Pandora failed to pay Meal Period Premiums at the proper rate, as Pandora fails to either (1) pay a full hours worth of pay, or (2) properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.

- Pandora required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Pandora would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.
- Pandora illegally retained control over its employees during Meal Periods. For example, Pandora required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

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provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Pandora would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Pandora required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Pandora would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Ms. Breaux was required to respond to supervisors and work related matters during her Rest Periods.
- Finally, Pandora illegally retained control over its employees during Rest Periods. For example, Pandora required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Pandora violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Ms. Breaux and other employees were not compensated for all hours worked (due in part to Pandora’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Pandora violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Pandora (a) would not provide compensation for all hours and minutes worked, (b) would use an improper (and lesser) Overtime Rate of Pay, and (c) would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Pandora would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Pandora violated Labor Code section 226(a)(8) by failing to provide an accurate showing of the name of the legal entity that is the employer. For example, the name for Pandora is listed on Ms. Breaux’s Wage Statement as “Pandora Ventures” (See **Exhibit A**). However, “Pandora Ventures” does not appear on the California Secretary State website.
- Pandora violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Pandora does not explain how its system describes “time worked” on the Wage Statement

itself. As such, Ms. Breaux cannot “readily ascertain” what these figures mean. This is because Pandora is apparently using a time-calculating system other than “minutes,” but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* “.97”) are meant to represent. Without an explanation for how these figures were arrived at, employees cannot “readily ascertain” their total hours worked. Therefore, Pandora failed to provide an accurate showing of the “total hours worked” by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Pandora failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Ms. Breaux, and other non-exempt employees, including expenses for cell-phone costs and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- Pandora failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Pandora failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

To confirm, Pandora is a “person” as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Eric K. Yaeckel, Esq.

Via Certified U.S. Mail

CT CORPORATION SYSTEM
Agent of Service of Process for
PANDORA JEWELRY LLC
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

HARRIS COHEN

Agent of Service of Process for
PANDORA VENTURES, LLC
5305 Andasol Ave
Encino, CA 91316

CALL & JENSEN, APC

Ellen Connelly Cohen
ecohen@calljensen.com
Julie Sandoval
jsandoval@calljensen.com
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660

Exhibit A



Pandora Ventures
250 W. Pratt Street
Baltimore, MD 21201

Pay Statement

Period Start Date 01/15/2023
Period End Date 01/28/2023
Pay Date 02/03/2023
Document 349381
Net Pay \$2,467.07

Pay Details

LaVontia NaGera Breau
1313 West Memory Lane
101
Santa Ana, CA 92706
USA

Employee ID 153483
SSN XXX-XX-XXXX
Job Store Manager
Pay Rate \$46.0000
Pay Frequency Biweekly

Pay Cycle Biweekly Ventures
Location CA - Culver City
Company PVLLO - Pandora Ventures, LLC
Department D4670 - Q&Q
Business Unit 001V - US - Ventures

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
CA Cell Phone			\$100.00	\$100.00
Double Time	0.0000	\$0.0000	\$0.00	\$64.40
Group Term Life			\$9.13	\$27.39
Holiday	0.0000	\$0.0000	\$0.00	\$736.00
Overtime	0.0000	\$0.0000	\$0.00	\$476.10
Regular Pay	16.8500	\$46.0000	\$775.10	\$5,109.22
Sick Pay	20.0000	\$46.0000	\$920.00	
Sick Pay	24.0000	\$46.0000	\$1,104.00	\$2,944.00
Vacation	0.0000	\$0.0000	\$0.00	\$369.00
Total Hours \$0.8500				

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
Dental	\$8.16	Yes	\$8.16	\$24.48	\$12.24	\$36.72
Group Term Life	\$9.13	No	\$9.13	\$27.39	\$0.00	\$0.00
Medical	\$77.38	Yes	\$77.38	\$232.14	\$210.67	\$632.61
Sup ADD	\$0.41	No	\$0.41	\$1.23	\$0.00	\$0.00
Sup Life	\$6.09	No	\$6.09	\$18.27	\$0.00	\$0.00
Vol Cr Illness	\$8.89	No	\$8.89	\$26.67	\$0.00	\$0.00
GTL - Life	\$0.00	No	\$0.00	\$0.00	\$0.31	\$0.93

Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$2,822.69	\$45.57	\$403.74
Employee Medicare	\$2,822.69	\$40.93	\$138.74
Social Security Employee Tax	\$2,822.69	\$175.01	\$593.25
CA State Income Tax	\$2,822.69	\$44.27	\$245.75
CA Disability Employee	\$2,813.56	\$25.32	\$85.87

Paid Time Off

Net Pay Distribution

Plan	Current	Balance	Account Number	Account Type	Amount
Personal Time	0.0000	40.0000	xxxxx1358	Checking	\$2,467.07
Sick	0.0000	-4.0000	Total		\$2,467.07
Vacation	3.0770	7.3850			

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,908.23	\$2,822.69	\$331.10	\$110.06	\$2,467.07
YTD	\$9,825.11	\$9,668.49	\$1,467.35	\$330.18	\$8,027.58

Exhibit 3

SULLIVAN & YAECKEL
LAW GROUP

A PROFESSIONAL CORPORATION

2330 THIRD AVENUE
SAN DIEGO, CALIFORNIA 92101

PHONE 619-702-6760
FACSIMILE 619-702-6761

October 1, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator

Submitted Via Online Filing

Re: **LaVontra Breaux; Vanessa Hernandez; Naron Triplett;
and Natalie Flores v. Pandora Jewelry LLC; and
Pandora Ventures, LLC**
Our File No.: 7371
LWDA Case No.: LWDA-CM-974032-23

Dear Administrator:

Please allow this correspondence to serve as a 2nd amended “written notice,” as required by California Labor Code section 2699.3(a)(1), of the specific provisions of the California Labor Code believed to have been violated by Pandora Jewelry LLC; and Pandora Ventures, LLC (hereinafter collectively referred to as “Pandora”), in the above referenced matter. This “written notice” is filed on behalf of LaVontra Breaux; Vanessa Hernandez; Naron Triplett; and Natalie Flores (hereinafter collectively referred to as “Plaintiffs”), and all current and former non-exempt employees employed by Pandora. Thank you for your assistance and instruction on this issue.

Please Note: This letter is meant to supplement and expand the original notice letter sent by Ms. Breaux on August 9, 2025 and amended letter sent on December 29, 2023 which were assigned LWDA Case No. LWDA-CM-974032-23. This letter amends to add an additional Plaintiffs, Vanessa Hernandez; Naron Triplett; and Natalie Flores. Additionally, this letter adds additional claims, including among others, Pandora’s failure to provide written notice of paid sick leave and supplemental paid sick leave pursuant to Labor Code sections 226(a) and 246(i), failure to provide vacation wages pursuant to Labor Code §227.3, and failure to comply with requests for Personnel Records pursuant to Labor Code Section 1198.5.

///

The specific provisions alleged to have been violated by Pandora are as follows:

CALIFORNIA LABOR CODE SECTIONS 201-203, 204, 210, 218.5, 226, 226(a), 226.3, 226.7, 227.3, 245, 246(i), 510, 512 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2699 and 2802, as well as IWC Wage Order 7 and any other applicable Wage Order, codified as Title 8, California Code of Regulations, section 11070 *et seq.*, or any other applicable wage orders.

Facts and theories supporting the allegations: Plaintiff Breaux was employed as a non-exempt employee for Pandora from approximately November 28, 2022, through July 3, 2023. Plaintiff Hernandez was employed by Pandora from approximately August 2023 through February 2024. Plaintiff Triplett was employed as a non-exempt employee for Pandora from approximately November 2018 through September 2023. Finally, Plaintiff Flores was employed as a non-exempt employee for Pandora from approximately July 2021 through January 2024.

Throughout the term of Plaintiffs' employment, Pandora required Plaintiffs and all other non-exempt employees to experience actions illegal under the California Labor Code, including the following:

Minimum Wage and Overtime Violations

- Pandora failed to provide all compensation, including minimum wage and overtime compensation, as well as compensation for work performed inside of Meal and Rest Periods, to its employees in violation of, *inter alia*, Labor Code sections 1194, 204, 510, IWC Wage Order 7, and/or any other applicable wage orders. This illegal action is due, in part, to Pandora's policies of **(1)** failing to properly retain accurate Time Records, in violation of California law, and **(2)** failing to provide compensation (including both minimum and overtime compensation) for all time worked by the employees, or in control of the employer. For instance, Pandora would instruct Plaintiffs to report scheduled (as opposed to *actual*) work hours, resulting in a loss of compensation. Additionally, Pandora would often require Plaintiffs to work extended hours (beyond scheduled hours), without compensation. Further, Pandora would regularly contact Plaintiffs outside of normal work hours (*i.e.*, "after hours" or during lunch) without compensation.
- Additionally, among other issues, Pandora has notice of Plaintiffs, and others, working outside of their scheduled and/or reported hours, as well as *within* Meal and Rest Periods, but fails to provide any compensation for this work-time. Plaintiffs were frequently scheduled to be "On Call" outside of when her work shifts ended, but were never compensated for this time. Further, Pandora failed to properly calculate and pay overtime at the actual overtime rate of pay, as Pandora ignores certain

compensation, including commissions, when calculating the Regular Rate of Pay.

Failure to Provide Compliant Meal Periods

- Pandora failed to provide compliant Meal Periods or requisite Meal Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Pandora does not possess a legal Meal Period policy and makes no attempt to ensure that its employees are either timely or wholly provided Meal Periods. The employees would often either miss a Meal Period entirely, or be provided a short or untimely Meal Period. Whether or not an employee was provided a Meal Period was often contingent upon the how busy the employees were on a given day.
- Pandora would pressure its employees to either skip, or cut short, a Meal Period as employees were expected to respond to supervisors and/or customers at all times. Pandora has never provided a compliant Meal Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions when employees *were* paid Meal Period penalties (*i.e.* California Meal Period Premiums), such payments do not “cure” the stated Labor Code violation under section 226.7. The California Supreme Court held that “An employer’s failure to provide an additional hour of pay does not form part of a section 226.7 violation, and an employer’s provision of an additional hour of pay does not excuse a section 226.7 violation. The failure to provide required meal and rest breaks is what triggers a violation of section 226.7.” *Kirby v. Immoos Fire Protection, Inc.* (2012) 53 Cal.4th 1244, 1256. Even more recently, a 2020 California Supreme Court ruling stated that, “The remedy for a Labor Code violation, through settlement or other means, is distinct from the fact of the violation itself. For example, employers can pay an additional hour of wages as a remedy for failing to provide meal and rest breaks. (§ 226.7, subd. (c).) But we have held that payment of this statutory remedy ‘does not excuse a section 226.7 violation.’” *Kim v. Reins International California, Inc.*, (2020) 9 Cal.5th 73. To be clear, payment of a Meal Period penalty to employees does not rectify the violation, it is in fact an admission of a Labor Code violation. Finally, Pandora failed to pay Meal Period Premiums at the proper rate, as Pandora fails to either **(1)** pay a full hours worth of pay, or **(2)** properly calculate the regular rate of pay for purposes of determining the premium rate owed. *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858.
- Pandora required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Meal Periods. On occasion, Pandora would interrupt, or cut short, its employees’ Meal Periods and require them to return to work.

- Pandora illegally retained control over its employees during Meal Periods. For example, Pandora required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their phones) at all times, including during Meal Periods.

Failure to Provide Compliant Rest Periods

- Pandora failed to provide compliant Rest Periods or requisite Rest Period penalty payments, in violation of, *inter alia*, Labor Code sections 226.7, 512, and IWC Wage Order 7, and/or any other applicable wage orders. For example, Pandora does not possess a legal Rest Period policy, as its Rest Period policy lacks required language under California law. Pandora makes no attempt to ensure that its employees are either timely or wholly provided Rest Periods. The employees would often either miss a Rest Period entirely, be provided a short or untimely Rest Period, or be provided only one Rest Period, even when they were working in excess of 6.5 hours a day. Pandora would pressure its employees to either skip, or cut short, a Rest Period as employees were expected to respond to customers at all times. Pandora has never provided a compliant Rest Period penalty payment to any employee as to the above referenced issues. Finally, on the rare occasions in which Pandora would provide a Rest Period penalty, it would pay said penalty at an improper (and *lesser*) rate, due to the failure to properly calculate the Regular Rate of Pay.
- Pandora required its employees to constantly monitor their cell phones and be “on-call” at all times, specifically during Rest Periods. On occasion, Pandora would interrupt, or cut short, its employees’ Rest Periods and require them to return to work. Plaintiffs was required to respond to supervisors and work related matters during her Rest Periods.
- Finally, Pandora illegally retained control over its employees during Rest Periods. For example, Pandora required its employees to “remain on the premises,” and to remain “On Call” (*i.e.* monitor their telephones) at all times, including during Rest Periods.

Wage Statement Violations

- Pandora violated Labor Code section 226(a)(2) by failing to furnish an accurate showing of all hours worked at each hourly rate by the employee. Plaintiffs and other employees were not compensated for all hours worked (due in part to Pandora’s requirement that employees list only *scheduled* work-times, not actual work-times.)
- Pandora violated Labor Code section 226(a)(5) by failing to furnish an accurate showing of the net wages earned by its employees. For example, Pandora (**a**) would

not provide compensation for all hours and minutes worked, **(b)** would use an improper (and lesser) Overtime Rate of Pay, and **(c)** would fail to pay Meal and/or Rest Period penalties when due. Further, on the rare occasions in which Pandora would provide a Meal or Rest Period penalty, it would pay said penalty at an improper (and lesser) rate, due to the failure to properly calculate the Regular Rate of Pay.

- Pandora violated Labor Code section 226(a)(8) by failing to provide an accurate showing of the name and/or address of the legal entity that is the employer. For example, the name for Pandora is listed on Plaintiff Breaux's Wage Statement as "Pandora Ventures" (See **Exhibit A**). However, "Pandora Ventures" does not appear on the California Secretary State website.
- Pandora violated Labor Code section 226(a)(9) by failing to furnish an accurate showing of all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Pandora does not explain how its system describes "time worked" on the Wage Statement itself. As such, Plaintiffs cannot "readily ascertain" what these figures mean. This is because Pandora is apparently using a time-calculating system other than "minutes," but without explanation to the employees within the wage statement. As minutes are measured on a scale of 1 through 60, it is not apparent what these figures (*i.e.* ".97") are meant to represent. Without an explanation for how these figures were arrived at, employees cannot "readily ascertain" their total hours worked. Therefore, Pandora failed to provide an accurate showing of the "total hours worked" by its employees pursuant to section 226(a)(2), due to all the aforesaid reasons.

Failure to Provide Compliant Expense Reimbursement Payments

- Pandora failed to provide compliant expense reimbursement payments in violation of, *inter alia*, Labor Code section 2802, by failing to provide payments for expenses incurred by Plaintiffs, and other non-exempt employees, including expenses for cell-phone costs and mileage.

Willful Failure to Provide All Compensation to Ex-Employees

- Pandora failed to provide all compensation upon termination of employment in violation of Labor Code sections 201-203, due, in part, to the fact that Pandora failed to provide proper compensation for all hours worked, and failed to pay full Meal or Rest Period penalties, as discussed above.

Failure to Provide Written Notice of Paid Sick Leave and Supplemental Paid Sick Leave

- Pandora knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiffs and the Class in accordance with Labor Code sections 226(a) and 246(i), and to keep accurate records as required by § 1174(d). The wage statements provided to Plaintiffs and the Class, and the records maintained by the Defendants, have not accurately reflected the amounts of available paid sick leave, vacation, or paid time off. Such failures caused injury to Plaintiffs and the Class, by, among other things, depriving them of the rights afforded them by the 2021 COVID-Supplemental Paid Sick Leave law, and by impeding them from knowing the accurate amounts of available paid sick leave, vacation, or paid time off. Additionally, due to these violations Pandora failed to provide Plaintiffs with complete and accurate wage statements including the failure list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

Failure to Provide Vacation Wages

- Pandora failed to pay all vested and unused vacation time to Plaintiffs and other employees at their respective final rates of pay at their time of separation in violation of Labor Code §227.3. Additionally, Pandora failed to pay accrued vacation time, failed to pay vacation time at the proper rate, failed to pay report accrued and paid vacation in wage statements, and failed to keep accurate records of the same. Finally despite paying nondiscretionary commissions, incentive pay, shift differentials, and/or non-discretionary bonuses to Plaintiffs and other employees Pandora failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

Failure to Comply with Personnel File Request

- Pandora failed to provide a copy of Plaintiffs personnel files. Plaintiffs sent written requests on their own or through their counsel to Defendants for their payroll records, Time Records, and personnel records. However, Plaintiffs have not received the requested records, or did not timely receive them. Accordingly, Pandora is liable to Plaintiffs under Cal. Civ. Code section 1198.5.

///

Attorney's Fees, Costs, Interest, Liquidated Damages, and Penalties

- Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, et seq., among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs. Pursuant to Labor Code § 2699(i) aggrieved employees, such as Plaintiffs, are entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), aggrieved employees, such as Plaintiffs, are entitled to an award of reasonable attorney's fees and costs. Accordingly, the Pandora is liable for these items. Plaintiffs have already incurred actual damages, costs and attorney's fees and they will continue to incur such costs as a result of the Pandora's unlawful actions. Plaintiff will pursue all available remedies against the Pandora, including those provided by PAGA, on behalf of themselves and all aggrieved employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

To confirm, Pandora is a "person" as defined within California Labor Code section 18.

Again, thank you for your assistance and instruction throughout this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very Truly Yours,



Cody D. Archer, Esq.

Via E-Mail

GREENBERG TRAURIG, LLP

Ashley Farrell Pickett

ashley.farrellpickett@gtlaw.com

Bryan W. Patton

bryan.patton@gtlaw.com

Jonathan A. Schaub

jonathan.schaub@gtlaw.com

1840 Century Park East, Suite 1900

Los Angeles, California 90067

Exhibit A



Pandora Ventures
250 W. Pratt Street
Baltimore, MD 21201

Pay Statement
Period Start Date: 01/15/2023
Period End Date: 01/28/2023
Pay Date: 02/03/2023
Document: 349381
Net Pay: \$2,467.07

Pay Details

LaVontia NaGera Breau	Employee ID: 153483	Pay Cycle: Biweekly Ventures
1313 West Memory Lane	SSN: XXX-XX-XXXX	Location: CA - Culver City
101	Job: Store Manager	Company: PVLLO - Pandora Ventures, LLC
Santa Ana, CA 92706	Pay Rate: \$46.0000	Department: D4670 - Q&Q
USA	Pay Frequency: Biweekly	State: CA - US - Ventures

Pay Type	Hours	Pay Rate	Current	YTD
CA Cell Phone			\$100.00	\$100.00
Double Time	0.0000	\$0.0000	\$0.00	\$64.40
Group Term Life			\$9.13	\$27.39
Holiday	0.0000	\$0.0000	\$0.00	\$736.00
Overtime	0.0000	\$0.0000	\$0.00	\$476.10
Regular Pay	16.8500	\$46.0000	\$775.10	\$5,109.22
Sick Pay	20.0000	\$46.0000	\$920.00	
Sick Pay	24.0000	\$46.0000	\$1,104.00	\$2,944.00
Vacation	0.0000	\$0.0000	\$0.00	\$369.00
Total Hours: \$0.8500				

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
Dental	\$8.16	Yes	\$8.16	\$24.48	\$12.24	\$36.72
Group Term Life	\$9.13	No	\$9.13	\$27.39	\$0.00	\$0.00
Medical	\$77.38	Yes	\$77.38	\$232.14	\$210.67	\$632.61
Sup ADD	\$0.41	No	\$0.41	\$1.23	\$0.00	\$0.00
Sup Life	\$6.09	No	\$6.09	\$18.27	\$0.00	\$0.00
Vol On Illness	\$8.89	No	\$8.89	\$26.67	\$0.00	\$0.00
GTL - Life	\$0.00	No	\$0.00	\$0.00	\$0.31	\$0.93

Tax	Based On	Current	YTD
Federal Income Tax	\$2,822.69	\$45.57	\$403.74
Employee Medicare	\$2,822.69	\$40.93	\$138.74
Social Security Employee Tax	\$2,822.69	\$175.01	\$593.25
CA State Income Tax	\$2,822.69	\$44.27	\$245.75
CA Disability Employee	\$2,813.56	\$25.32	\$85.87

Plan	Current	Balance	Account Number	Account Type	Amount
Personal Time	0.0000	40.0000	xxxxx1358	Checking	\$2,467.07
Sick	0.0000	-4.0000	Total		\$2,467.07
Vacation	3.0770	7.3850			

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$2,908.23	\$2,822.69	\$331.10	\$110.06	\$2,467.07
YTD	\$9,825.11	\$9,668.49	\$1,467.35	\$330.18	\$8,027.58

Exhibit C

[Insert Case Names / Nos.]
c/o [Settlement Administrator, Address]

OPT-OUT/REQUEST FOR EXCLUSION

Submit this Request For Exclusion form no later than [DATE] only if you want to opt out of (not participate in) the settlement of the actions known as *Hernandez, et al. v. Pandora Jewelry LLC, et al.*, Los Angeles County Superior Court Case Nos. 23SMCV04825, 24STCV0455, 24STCV04697, 24SMCV00844; Orange County Superior Court Case No. 30-2024-01377405-CU-OE-CXC (altogether, the “Action”). Do not submit this exclusion form if you wish to receive money from the class settlement.

I have reviewed the Notice of Class Action and PAGA Settlement and Release Agreement and understand that a person is a Class Member in the Action if he or she is a current or former non-exempt, hourly paid employee of Pandora Jewelry LLC or Pandora Ventures, LLC in the State of California at some point between the period February 2, 2020 through June 1, 2025. I understand that this settlement is intended to compensate such Class Members.

I understand that I may exclude myself from, or “opt out” of, the class settlement of the Action. I understand that, in any separate lawsuit, I may receive nothing or less than I would have received if I had participated in the settlement. I understand that any separate lawsuit by me will be undertaken at my own expense and at my own risk. I understand that counsel for the class will not represent my interests if I opt out.

I understand that if I do not opt out, I will receive a payment if the class settlement of the Action is approved by the Court. ***I understand that, by requesting to be excluded from the class settlement, I will receive no money from the class settlement in accordance with the Class Action and PAGA Settlement and Release Agreement entered by the parties to the Action.*** I understand that, to the extent I am an “Aggrieved Employee,” as explained in the Class Notice, my decision to opt out will not exclude me from the Settlement with respect to the released PAGA claims. No one has coerced or forced me to opt out; it is my own decision. **I opt out of the settlement.**

Print Name: _____

Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed request for exclusion form to the Settlement Administrator at:

Hernandez, et al. v. Pandora Jewelry LLC, et al.

Settlement

c/o ILYM Group, Inc.



YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.

[Insert Case Names / Nos.]
c/o [Settlement Administrator, Address]

OBJECTION TO SETTLEMENT

Submit this Objection To Settlement form only if you want to object to the settlement of the actions known as *Hernandez, et al. v. Pandora Jewelry LLC, et al.*, Los Angeles Superior Court Case Nos. 23SMCV04825, 24STCV0455, 24STCV04697, 24SMCV00844; Orange County Superior Court Case No. 30-2024-01377405-CU-OE-CXC (altogether, the “Action”).

I have reviewed the Notice of Class Action and PAGA Settlement and Release Agreement and understand that a person is a Class Member in the Action if he or she is a current or former non-exempt, hourly paid employee of Pandora Jewelry LLC or Pandora Ventures, LLC in the State of California at some point between the period February 2, 2020 through June 1, 2025. I understand that this settlement is intended to compensate such Class Members.

I understand that if I object to the settlement, and my objection is overruled, I will still be included as a Class Member and part of the settlement and release of class claims. I understand that if I do not want to be included as part of the settlement, I should instead submit the separate form titled “Opt-Out/Request for Exclusion”. I understand that I should not submit both an Objection to Settlement form and an Opt-Out/Request for Exclusion Form because if I do my objection(s) will be disregarded and I will be excluded from the settlement and release of class claims.

I wish to object to the settlement reached in the Action. The nature and basis for my objection are:_____

Print Name:_____

Address: _____

The last four digits of your Social Security Number: _____

Signature:_____ Date: _____

Name / Address of Attorney (If Applicable): _____

Check if Applicable: [☐] I intend to appear at the Final Approval Hearing.

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed objection form to the Settlement Administrator at:

Hernandez, et al. v. Pandora Jewelry LLC, et al.
Settlement
c/o ILYM Group, Inc.

YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.

Exhibit D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VANESSA HERNANDEZ, LAVONTRA
BREAUX, NARON TRIPLETT, and
NATALIE FLORES Individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

PANDORA JEWELRY LLC, a Maryland
Limited Liability Company; PANDORA
VENTURES, LLC, a Maryland Limited
Liability Company; and DOES 1-10,
inclusive,

Defendants.

CASE NO. 24STCV0455
[Related Case Nos.: 23SMCV04825;
24SMCV00844; 24STCV04697; and
24STCV15396]

[PROPOSED] FINAL JUDGMENT

Date: October 29, 2025
Time: 10:30 a.m.
Dept.: 12
Judge: Hon. Carolyn B. Kuhl

JUDGMENT

1. The Court hereby enters final judgment in this Action in accordance with the terms of the Class Action and PAGA Settlement and Release Agreement (the “Agreement”), order granting preliminary approval of class action settlement (“Preliminary Approval Order”), and the final order approving class action settlement (“Final Approval Order”).
2. Upon full and final payment by Defendants Pandora Jewelry LLC and Pandora Ventures, LLC (“Defendants”) of the Gross Fund Value and the employers’ portion of payroll taxes due on the portion of the Individual Settlement Payments allocated as wages, (i) the Participating Class Members, including Plaintiffs, shall have, by operation of the Final Approval Order and this Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties as to the Released Claims for the Class Period, (ii) the Aggrieved Employees, including Plaintiffs, shall have released, relinquished, and discharged the Released Parties for the Released PAGA Claims for the PAGA Period, and (iii) plaintiffs and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns shall have further released, relinquished, and discharged Defendants and the Released Parties pursuant to Plaintiffs’ Release.
3. The following persons have not timely opted out from the Settlement and are thus the Participating Class Members for purposes of this Settlement: _____
4. Without affecting the finality of the Final Approval Order and/or this Judgment, pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiffs, the Participating Class Members, and Defendants, for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the Final Approval Order, and the Judgment.

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Dated: _____

HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

Exhibit E

NOTICE OF INDIVIDUAL SETTLEMENT PAYMENT

Date: [Insert Date]

[Administrator ID]

To:

[Recipient's Name]

[Recipient's Address]

[City, State, ZIP Code]

Re: *The Enclosed Check Re: Hernandez, et al. v. Pandora Jewelry LLC, et al.* – LASC Case Nos. 24STCV04554, 23SMCV04825, 24STCV04697, 24SMCV00844; OCSC Case No. 30-2024-01377405-CU-OE-CXC

Check No.: [Check Number]

Amount: \$[Check Amount]

Date of Check: [Date of Check]

Dear [Recipient Name],

Enclosed please find a settlement check in the amount of \$[Insert Amount], issued to you because a Court has approved a settlement of class action claims for various alleged violations of the California Labor Code and Unfair Competition in the above-referenced matters (the "Action").

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. The Court did not find that anyone did anything wrong and approved the settlement as a fair and reasonable resolution of disputed claims.

The enclosed check represents your portion of the recovery attributable to the settlement of the class action claims alleged in the Action. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

Based on the number of shifts you worked as a non-exempt, hourly paid employee of Pandora Jewelry LLC and/or Pandora Ventures, LLC between February 2, 2020 and June 1, 2025, your individual settlement payment is \$[INSERT].

The enclosed check is valid for 180 days from the date of issuance. If you do not cash it within 180 days, the funds from uncashed checks will be remitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

If you would like to review the Court's final approval order and judgment you may view it here at _____[link to ILYM website]. If you have any questions or require further information, feel free to contact the settlement administrator ILYM Group at _____. ***Do not call the Court about this Notice.***

NOTICE OF INDIVIDUAL PAGA PAYMENT

Date: [Insert Date]

[Administrator ID]

To:

[Recipient's Name]

[Recipient's Address]

[City, State, ZIP Code]

Re: *The Enclosed Check Re: Hernandez, et al. v. Pandora Jewelry LLC, et al.* – LASC Case Nos. 24STCV04554, 23SMCV04825, 24STCV04697, 24SMCV00844; OCSC Case No. 30-2024-01377405-CU-OE-CXC

Check No.: [Check Number]

Amount: \$[Check Amount]

Date of Check: [Date of Check]

Dear [Recipient Name],

Enclosed please find a settlement check in the amount of \$[Insert Amount], issued to you because a Court has approved a settlement of claims for civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") in the above-referenced matters (the "Action").

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. The Court did not find that anyone did anything wrong and approved the settlement as a fair and reasonable resolution of disputed claims.

The enclosed check represents your portion of the recovery attributable to the settlement of claims for civil penalties pursuant to PAGA. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

Under PAGA, aggrieved employees are entitled to share 25% of the civil penalties the Plaintiffs recovered in this settlement on behalf of the State of California. Based on the number of pay period you worked as a non-exempt, hourly paid employee of Pandora Jewelry LLC and/or Pandora Ventures, LLC between August 9, 2022 and June 1, 2025, your share of the civil penalties the Plaintiffs recovered in the settlement pursuant to PAGA is \$[INSERT].

The enclosed check is valid for 180 days from the date of issuance. If you do not cash it within 180 days, the funds from uncashed checks will be remitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

If you would like to review the Court's final approval order and judgment you may view it here at _____[link to ILYM website]. If you have any questions or require further information, feel free to contact the settlement administrator ILYM Group at _____. ***Do not call the Court about this Notice.***

Exhibit B

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

**NOTICE OF CLASS AND PAGA ACTION
SETTLEMENT**

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

VANESSA HERNANDEZ, LAVONTRA BREAUX, NARON TRIPLETT, and NATALIE FLORES, Individually, and on behalf of other members of the general public similarly situated, Plaintiffs, v. PANDORA JEWELRY LLC, a Maryland Limited Liability Company; PANDORA VENTURES, LLC, a Maryland Limited Liability Company; and DOES 1-10, inclusive, Defendants.	CASE NO.: 24STCV04554 JUDGE: Hon. Carolyn B. Kuhl COURT: Los Angeles Superior Court, Spring Street DEPT.: 12 NOTICE OF CLASS AND PAGA ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

A proposed settlement has been reached in the above-referenced putative class and PAGA action (“*Hernandez*”) currently pending in the Superior Court of California for the County of Los Angeles. The proposed settlement encompasses and consolidates claims asserted in this case and in four other related cases: *LaVontra Breaux v. Pandora Jewelry, LLC, et al*, Los Angeles Superior Court, Case No. 23SMCV04825 (“*Breaux*”), *Natalie Flores v. Pandora Ventures, LLC*, Orange Superior Court, Case No. 30-2024-01377405-CU-OE-CXC (“*Flores*”); *Naron Triplett v. Pandora Ventures, LLC et al.*, Los Angeles Superior Court, Case No. 24STCV04697; and *Naron Triplett v. Pandora Ventures, LLC et al.*, Los Angeles Superior Court, Case No. 24SMCV00844 (together with 24STCV04697, “*Triplett*”). Collectively, these five cases are referred to herein as the “Action”.

This notice is to inform you of the proposed settlement of the Action, subject to Court approval. The notice is also intended to (i) describe the settlement, including how the settlement monies will be allocated and how the settlement may affect you; and (ii) advise you of your rights and options with respect to the settlement. ***The Court has not determined who is right or wrong in this lawsuit.***

You are receiving this notice by order of the Court because the records of Pandora Jewelry, LLC and/or Pandora Ventures, LLC (hereinafter referred to collectively as “Pandora”) indicate that you are a current or former non-exempt, hourly paid employee of Pandora who worked in California during the time period of February 2, 2020 to June 1, 2025. As a result, you may be eligible to receive a portion of the settlement amount.

This is a Court-approved notice. This is not an advertisement.

You are not being sued. Your legal rights may be affected whether you act or not.

II. WHAT IS THE LAWSUIT ABOUT?

On October 13, 2023, Lavontra Breaux filed a putative class action lawsuit alleging California Labor Code violations and to recover penalties on behalf of herself and other alleged “Aggrieved Employees” pursuant to California’s Labor Code Private Attorneys General Act (“PAGA”) for these various alleged violations of the Labor Code purportedly committed by Pandora. The *Breaux* action is pending before Department 12 of the Superior Court of California, County of Los Angeles.

On February 2, 2024, Natalie Flores filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Orange, alleging similar claims.

On February 23, 2024, Naron Triplett filed a putative wage and hour Class Action Complaint for Damages in the Superior Court of California, County of Los Angeles, alleging similar claims. And, also on February 23, 2024, Naron Triplett also filed a Complaint in the Superior Court of California, County of Los Angeles, entitled *Naron Triplett v. Pandora Ventures, LLC et al.*, Case No. 24SMCV00844, asserting a PAGA claim for civil penalties.

On February 23, 2024, Vanessa Hernandez filed a putative wage and hour Class Action Complaint in the Superior Court of California, County of Los Angeles, alleging similar claims.

Lavontra Breaux, Natalie Flores, Naron Triplett, and Vanessa Hernandez are the “Plaintiffs” in the Action. As part of the proposed settlement, the Plaintiffs have filed a First Amended Complaint in the *Breaux* matter, which combines claims brought by all Plaintiffs. Plaintiffs asserted claims against Pandora on behalf of Class Members and Aggrieved Employees for failure to pay regular, minimum, or overtime wages, or final wages upon separation from employment, including vacation pay, failure to provide meal and rest periods, failure to pay vacation wages, failure to reimburse for all business-related expenses, failure to provide wage statements with the required information, unfair and/or unlawful business practices, failure to properly pay, track, and/or pay out at termination vacation pay, failure to properly or timely respond to requests for employee records, and civil penalties pursuant to PAGA.

Pandora denies any and all wrongdoing and liability. Pandora contends that they conducted business and compensated employees consistent with the laws of the State of California. Pandora contends that they have no liability for any claims under any statute, wage order, common law, or equitable theory. The Court has not ruled on the merits of Plaintiffs’ claims or allegations.

III. WHO IS INCLUDED IN THIS ACTION?

“Class Member(s)” include all non-exempt, hourly paid persons who worked for Pandora in the State of California at any time during the time period of February 2, 2020, through June 1, 2025 (the “Class Period”). Those identified as Class Members will comprise the class Plaintiffs will request the Court conditionally certify for settlement purposes only.

In addition, “Aggrieved Employee(s)” include all non-exempt, hourly paid persons who worked for Pandora in the State of California at any time during the period of August 9, 2022 through June 1, 2025 (the “PAGA Period”).

IV. WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

On [DATE], the Plaintiffs and Pandora executed a Class Action and PAGA Settlement and Release Agreement (the “Settlement”) as a compromise that resolves the class and PAGA claims asserted in the Action. The Settlement is subject to Court approval. On [DATE], the Court preliminarily approved the Settlement and conditionally certified the Class for settlement purposes only.

The Settlement is the result of good faith and arms-length negotiations between Plaintiffs and Pandora. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members and Aggrieved Employees. Please be advised that the Court has not ruled on the merits of Plaintiffs’ claims or Pandora’s defenses. This means the Court has not made any determination of who is right or wrong, or that Plaintiffs could establish any of the requisite elements for class or collective treatment of any of the claims asserted, or that the PAGA claims alleged could proceed on a representative basis.

Under the terms of the proposed Settlement, Pandora will pay **Two Million Eight Hundred Fifty Thousand Dollars and Zero Cents** (\$2,850,000.00) (the “**Gross Fund Value**”) in exchange for a release of the class and PAGA claims asserted by Plaintiffs on behalf of all Class Members and Aggrieved Employees.

A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the Gross Fund Value the following amounts: (1) Plaintiffs’ counsel’s attorneys’ fees, up to 33 & 1/3% of the settlement value (or \$949,905.00); (2) Plaintiffs’ counsel’s costs of litigation, up to the amount of \$75,000.00; (3) the expenses of administering the settlement, up to the amount of \$19,950.00; (4) an enhancement award of up to \$40,000.00 (\$10,000.00 to each Plaintiff) for their role in pursuing the litigation; (5) a payment of \$213,750.00 to the California Labor & Workforce Development Agency, representing 75% of the \$285,000.00 allocated to the settlement of the claim for civil penalties under PAGA; and (6) a payment of \$71,250.00 to the Aggrieved Employees, representing 25% of the \$285,000.00 allocated to the settlement of the claim for civil penalties under PAGA. After deducting the preceding amounts from the Gross Fund Value, the remaining amount (the “Net Fund Value”) will be distributed as individual settlement payments to Class Members who do not exercise their right to opt out of the Settlement as provided in Section V below.

Each Class Member's individual settlement payment will be calculated by dividing the Net Fund Value by the estimated total number of shifts worked by all Class Members during the Class Period to arrive at a per-shift figure. For each Class Member, that per-shift figure will then be multiplied by the number of shifts the Class Member worked during the Class Period to determine each Class Member's pro rata portion of the Net Fund Value (their "Individual Settlement Payment"). Pandora will provide the settlement administrator with the necessary data for this determination based on their records. Of each Individual Settlement Payment, 20% will be deemed a recovery of wages, for which a W-2 tax form will be issued, and the remaining 80% will be deemed the recovery of interest and penalties for which a Form 1099 will be issued.

Additionally, with respect to the portion of the Gross Fund Value allocated to Aggrieved Employees for civil penalties under PAGA, that amount will be distributed to Aggrieved Employees who worked for Pandora in California between August 9, 2022, and June 1, 2025. Each Aggrieved Employee's individual PAGA payment will be calculated by dividing this amount by the estimated total number of pay periods worked by all Aggrieved Employees during the PAGA Period to arrive at a per-pay period figure. For each Aggrieved Employee, that per-pay period figure will then be multiplied by the number of pay periods the Aggrieved Employee worked during the PAGA Period to determine each Aggrieved Employee's pro rata portion (the "Individual PAGA Payment"). Each Individual PAGA Payment will be deemed a recovery of penalties for which a Form 1099 will be issued.

Pandora's records indicate that you worked a total of [REDACTED] shifts during the Class Period. Based on this estimate and Pandora's records, your estimated Individual Settlement Payment is \$[REDACTED]. [Pandora's records also indicate that you worked a total of [REDACTED] pay periods during the PAGA Period, and your estimated Individual PAGA Payment is \$[REDACTED].] These are only estimates. Your actual payments may change depending on the Court's final ruling and the final number of participating Class Members.

You have the opportunity, should you disagree with Pandora's records regarding the number of shifts and PAGA pay periods you worked as reflected above, to challenge the figure(s), including by providing documentation to show contrary employment dates. To do so, you must contact the settlement administrator and provide all evidence to support your dispute prior to the Opt-Out/Objection Deadline outlined in Section VI(B) below. However, you cannot submit a dispute regarding the number of shifts reflected in this notice if you exercise the right to opt out of the Class and Settlement. **Subject to Court approval, you do not need to take any further action to receive money from this Settlement.**

V. WHAT AM I RELEASING UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, upon the Effective Date and upon Pandora fully funding the Settlement, all Class Members and/or Aggrieved Employees will release the following claims:

All Class Members who do not opt out of the Settlement will release and discharge Pandora and the "Released Parties" for the Class Period from all causes of action, claims, and theories pled in the Action, as well as any causes of action, claims, or theories that could have been asserted in the Action based on the facts or circumstances alleged by Plaintiffs in the Action, including, without limitation, all claims for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, all claims for restitution or equitable relief, and statutory penalties of any nature whatsoever, and attorneys' fees and costs. The Released Class Claims include claims as described above under any and all applicable statutes, including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, and 2802; California unfair competition law based on the preceding claims, California Business and Professions Code sections 17200 *et seq.*; as well as the Industrial Welfare Commission Wage Orders.

"Released Parties" means and refers to Pandora and their franchisee, Ben Bridge Jeweler, Inc., and each of their respective former and present parent companies, subsidiaries, divisions, related or affiliated companies, franchisees or franchisors, directors, officers, shareholders, owners, members, employees, agents, principals, representatives, attorneys, insurers, predecessors, successors, and assigns, and any individual or entity that could be liable for any of the Released Class Claims or Released PAGA Claims, to the extent they employed or otherwise could be liable to Class Members during the Class Period for any of the Released Class Claims and/or Aggrieved Employees during the PAGA Period for any of the Released PAGA Claims,

and Pandora's Counsel in the Actions.

All Aggrieved Employees will release and discharge Pandora and the Released Parties for the PAGA Period from all causes of action, claims, and theories for civil penalties under PAGA, Labor Code section 2698 et seq. pled in the Action, as well as any causes of action, claims, or theories for civil penalties under PAGA, Labor Code section 2698 et seq. that could have been asserted in the Action, or in Plaintiffs' PAGA notices, and based on the facts or circumstances alleged by Plaintiffs in the Action, and PAGA Notices, including, without limitation, for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime, and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to timely pay wages during employment, failure to pay final wages, failure to provide accurate wage statements, failure to properly pay and/or track sick pay, failure to properly pay, track, and/or pay out at termination vacation pay, failure to reimburse business expenses, and attorneys' fees and costs. The Released PAGA Claims include claims as described above under PAGA, Labor Code section 2698 et seq. pertaining to any and all applicable California Labor Code sections, including, inter alia, sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, and 2699; as well as the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Order 7-2001.

Settlement checks returned as undeliverable or those Settlement checks remaining uncashed for more than 180 days after issuance shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law for the benefit of those Class Members and/or Aggrieved Employees and until they claim their property.

VI. WHAT ARE MY OPTIONS?

A. *You may participate in the Settlement, accept your share, and be bound by the release of all claims described above.* Under the Settlement, you will automatically receive an Individual Settlement Payment unless you opt out of the Class by following the opt-out procedures set forth below. If approved by the Court, the Settlement and its releases will be binding on all Class Members who do not timely opt out. Settlement awards will be paid by check from the settlement administrator after the Settlement is given final approval by the Court.

OR

B. *You may exclude yourself from the Settlement, in which case you will not receive an Individual Class Payment and you will not be bound by the Settlement as to the release of class claims.* If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and Social Security Number. You may, but are not required, to use the Opt-Out/Request for Exclusion form accompanying this Notice. Your request for exclusion must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be received or postmarked no later than __ (60 calendar days after mailing of this Notice), the "Opt-Out/Objection Deadline".

If you are also an Aggrieved Employee, you will automatically receive an Individual PAGA Payment. You will receive this payment regardless of whether you exercise the right to opt out of the Class.

Your decision about whether or not to participate in this Settlement will not affect your employment or potential for re-employment with Pandora.

OR

C. *You may object to the settlement.* If you wish to object to the Settlement or some part of it, you may advise the Court of your objection in writing stating why you object to the Settlement. Your objection must state your full name; your Social Security Number; approximate dates of employment; address; telephone number; a statement providing the basis for your objection; a statement identifying any legal counsel they have retained to represent them with respect to the objection; and any legal briefs, papers, or memoranda you propose to submit to the Court. The objection must be delivered or mailed to the settlement administrator, at the address below, and if mailed must be postmarked no later than the Opt-Out/Objection Deadline. You may, but are not required, to use the Notice of Objection form accompanying this Notice.

You may also, if you wish, appear at the Final Approval Hearing on __ at __, in Department 12 of the Los Angeles Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the settlement administrator. You are not required to attend the hearing. If you object to the Settlement,

you may still receive an Individual Settlement Payment if the Court approves the Settlement despite any objections.

VII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Los Angeles Superior Court, case number 24STCV04554. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the Los Angeles Superior Court, located at Santa Monica Courthouse, 1725 Main Street, Santa Monica, CA 90401. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you need more information or have any questions, you can call the Claims Administrator at ____ or any of Class Counsel (see below for phone numbers).

VIII. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs and the Class

Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you. However, you may choose to be represented by your own counsel at your own cost. Class Counsel is seeking an award from the Court for attorneys' fees of up to \$949,905.00 and documented litigation costs of up to \$75,000.00.

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PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

**THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY
ACTION YOU SHOULD OR SHOULD NOT TAKE**

*****THIS IS NOT AN ADVERTISEMENT FROM A LAWYER*****