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

**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;<br><br>Plaintiffs,<br><br>vs.<br><br>PANDORA JEWELRY LLC, a Maryland Limited Liability Company; PANDORA VENTURES, LLC, a Maryland Limited Liability Company; and DOES 1-10, inclusive,<br><br>Defendants. | CASE NO. 24STCV04554<br>[Related Case Nos.: 23SMCV04825; 24SMCV00844; 24STCV04697; and 24STCV15396]<br><br>***SUPPLEMENTAL* DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFFS' NOTICE OF THE *UNOPPOSED* MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>Date: December 11, 2025<br>Time: 9:30 a.m.<br>Dept.: 12<br>Judge: Hon. Carolyn B. Kuhl |

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

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

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

3. I attended the initial preliminary approval hearing on October 29, 2025. The Court asked the parties to address the following.

**Updated Release and Class Notice**

4. The Court asked the parties to update the Release as to Class Members and Aggrieved Employees so that the release is limited to the claims asserted in the Operative First Amended Complaint. The Court stated that this could be done in the proposed Order and Class Notice, rather than having to execute a new longform agreement. The proposed Order is being concurrently submitted. The revised Class Notice with redlines is attached as **Exhibit A**. The revised Class Notice, without redlines, is attached as **Exhibit B**.

5. I have met and conferred with Defendant's counsel about whether any translation of the Class Notice would be necessary. However, Defendant confirmed its workforce is English proficient given the customer-facing aspect of their roles. There is no need for a Spanish language notice.

**The Joint Prosecution and Fee Splitting Agreement**

6. The Court asked the Plaintiffs to file their Joint Prosecution Agreement, which also discloses the fee split, and is executed by all Plaintiffs. A true and correct copy is attached as **Exhibit C**.

**Additional Declarations**

7. The Court requested declarations from Plaintiffs Breaux, Hernandez, and Flores. The Court also requested declarations from the Bokhour and Falkassa law firms regarding their adequacy

as class counsel.

**<u>The Ghukaskasyn Matter</u>**

8. At the time the parties scheduled this matter for mediation, the named Plaitniffs and their counsel, who are parties to this settlement, had already entered into a Joint Prosecution Agreement, and were not aware of the *Ghuyskasyan* (related Case No 24STC15296) matter filed by the D.Law Firm.

9. There were initially some errors with service as *Ghuyskasyan* not register for Case Anywhere or ensure that they were being served once the matters were related. We have also included Ms. Ghukasyan's counsel on all service in any of the related matters going forward.

10. After the last hearing in this matter, I attempted to meet and confer with counsel for the Defendant as to the status of the *Ghuyskasyan* case and whether any settlement was imminent. Defendant's counsel responded that they would not comment on confidential negotiations. However, Defendant's counsel represented it will address any other questions or concerns the Court has about that matter at the next hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th Day of November, 2025.

Eric Yaeckel

ERIC K. YAECKEL

# 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,<br><br>Plaintiffs,<br><br>v.<br><br>PANDORA JEWELRY LLC, a Maryland Limited Liability Company; PANDORA VENTURES, LLC, a Maryland Limited Liability Company; and DOES 1-10, inclusive,<br><br>Defendants. | CASE NO.: 24STCV04554<br>JUDGE: Hon. Carolyn B. Kuhl<br>COURT: Los Angeles Superior Court, Spring Street<br>DEPT.: 12<br><br>**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT** |

## 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.

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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 by 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 __________ shifts during the Class Period. Based on this estimate and Pandora's records, your estimated Individual Settlement Payment is $________. [Pandora's records also indicate that you worked a total of _____ pay periods during the PAGA Period, and your estimated Individual PAGA Payment is $____.] 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, and specifically in the First Amended Complaint which is filed under the lead Hernandez Case, pending in Los Angeles Superior Court Case No. 24STCV04554. ~~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, failure to produce requested employment 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.~~

"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, and specifically in the First Amended Complaint which is filed under the lead Hernandez Case, pending in Los Angeles Superior Court Case No. 24STCV04554~~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

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

**NOTICE OF CLASS AND PAGA ACTION SETTLEMENT**

PLEASE READ CAREFULLY AS
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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 by 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 __________ shifts during the Class Period. Based on this estimate and Pandora's records, your estimated Individual Settlement Payment is $________. [Pandora's records also indicate that you worked a total of _____ pay periods during the PAGA Period, and your estimated Individual PAGA Payment is $____.] 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:

**<u>All Class Members</u>** 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, and specifically in the First Amended Complaint which is filed under the lead Hernandez Case, pending in Los Angeles Superior Court Case No. 24STCV04554.

"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.

**<u>All Aggrieved Employees</u>** 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, and specifically in the First Amended Complaint which is filed under the lead Hernandez Case, pending in Los Angeles Superior Court Case No. 24STCV04554

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 C

# ***ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT***

The undersigned parties and attorneys hereby agree that SULLIVAN & YAECKEL LAW GROUP, APC ("SYLG") effective on the date below, are associated with BIBIYAN LAW GROUP, P.C. ("BLGPC"); LAWYERS FOR JUSTICE, P.C. ("LFJ") and BOKHOUR LAW GROUP and FALAKASSA LAW, PC ("BLGFL"), as counsel for the Plaintiffs (hereinafter "Law Firms") for Labor Code and other violations against PANDORA JEWELRY LLC and PANDORA VENTURES, LLC., (together "Defendants"), and/or any other appropriate entities, prosecuted by the attorneys including: (1) *Naron Triplett v. Pandora Ventures, LLC, et al.* (Superior Court of the State of California, County of Los Angeles, Case No. 24STCV04697); (2) *Vanessa Hernandez v Pandora Ventures, LLC, et al* (Superior Court of the State of California, County of Los Angeles, Case No. 24STCV04554); (3) *Natalie Flores v. Pandora Ventures, LLC, et al.* (Superior Court of the State of California, County of Orange, Case No. 30-2024-01377405-CU-OE-CXC); and (4) *LaVontra Breaux v. Pandora Jewelry, LLC, et al.* (Superior Court of the State of California, County of Los Angeles, Case No. 23SMCV04825.)

Collectively SYLG, BLGPC, LJF and BLG are referred herein as "Law Firms," and the lawsuits filed by each firm against Defendants, and/or any other appropriate entities, are referred to herein as the "Actions." The Law Firms will jointly prosecute the Actions. Clients consent to this association of counsel and the fee agreement between the Law Firms as described below. The total attorneys' fees awarded or obtained shall be allocated between the Law Firms where SYLG's share will be 30% of the total attorneys' fees awarded, BLGFL's share will be 23.33% of the total attorneys' fees awarded, LFJ's share will be 23.33% of the total attorneys' fees, and BLG's share will be 23.33% of the total attorneys' fees awarded. All litigation costs will be reimbursed to the Law Firm that incurred those costs. The division of fees disclosed above by no means increases the amount of legal fees that the Clients will pay or has agreed to pay attorneys for services rendered on the Clients' behalf.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referred fee split. ALL Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel, subject to the approval of the Clients.

SYLG, BLGPC, LJF and BLGFL shall maintain their own insurance policy to cover their own errors and/or omissions. This is an integrated agreement. This Agreement shall be interpreted under the laws of the State of California. The Parties agree that any action for alleged breach of this Agreement shall be brought in the Superior Court of Los Angeles. In the event of any dispute arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

Accepted and agreed to as of this ______ day of _______ 2024.

| Clients: | Attorneys: |
|---|---|
| **LaVontra Breaux** | **SULLIVAN & YAECKEL LAW GROUP, APC** |
| By: DocuSigned by: L Briay [redacted] ____ Client Signature | By: Eric Yaeckel ____ ERIC K. YAEKEL |
| **Vanessa Hernandez** | **BIBIYAN LAW GROUP, P.C.** |
| By: Vanessa Hernandez (Feb 19, 2025 08:59 PST) ____ Client Signature | By: David Bibiyan (Feb 20, 2025 12:20 PST) ____ David Bibiyan |

Docusign Envelope ID: [redacted]

**[further signatures on following page]**

**Naron Triplett**

By: [redacted]
Client Signature

**Natalie Flores**

Signed by:
Natalie Flores
By: [redacted]
Client Signature

**LAWYERS FOR JUSTICE, P.C.**

By:
ARBY AIWAZIAN

**BOKHOUR LAW GROUP, P.C.**
**FALAKAS**

Signed by:
MEHRDAD BOKHOUR
By: [redacted]
MEHRDAD BOKHOUR
JOSHUA FALKASSA

# Breaux Signatures- Hernandez v Pandora Ventures

Final Audit Report 2025-02-19

| | |
|---|---|
| Created: | 2025-02-13 |
| By: | Nadia Rodriguez (nadia@tomorrowlaw.com) |
| Status: | Signed |
| Transaction ID: | [redacted] |

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2025-02-13 - 1:03:39 AM GMT

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Document e-signed by Vanessa Hernandez ([redacted]
Signature Date: 2025-02-19 - 4:59:15 PM GMT - Time Source: server

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2025-02-19 - 4:59:15 PM GMT

# JPA_Hernandez v Pandora

Final Audit Report 2025-02-20

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|---|---|
| Created: | 2025-02-20 |
| By: | Nadia Rodriguez (nadia@tomorrowlaw.com) |
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