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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

OKSANA VILLEDADA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ARIA TECHNOLOGIES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22CV011091

Honorable Noël Wise
Department 21

CLASS ACTION

**AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Complaint Filed: May 10, 2022
Jury Trial Date: None Set

Pursuant to Section XIX(J) of the Joint Stipulation of Class Action and PAGA Settlement Agreement (the “Original Settlement Agreement”), Plaintiff Oksana Villeda (“Plaintiff”) and Defendant Aria Technologies, Inc. (“Defendant”) (collectively, the “Parties”) hereby agree to amend and supplant the Original Settlement Agreement as stated herein. The amendments set forth herein are incorporated by this reference:

**1. SECTION VII(B) OF THE ORIGINAL SETTLEMENT AGREEMENT IS
HEREBY AMENDED TO STATE AS FOLLOWS:**

B. Release as to State of California.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and the State of California waive, release, and discharge Released Parties of any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, based on the factual allegations, legal theories, or primary rights asserted in the PAGA Notice for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001 (collectively, “Released PAGA Claims”). The Released PAGA Claims are limited to and co-extensive with the scope of the PAGA Notice.

**2. SECTION XII(B) OF THE ORIGINAL SETTLEMENT AGREEMENT IS
HEREBY AMENDED TO STATE AS FOLLOWS:**

PAGA Members will receive a lump sum payment in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement. Each PAGA Member’s Individual PAGA Payment will be determined as follows:

1. Defendant will calculate the number of Workweeks of each PAGA Member during the PAGA Period (“PAGA Workweeks”) and include this information in the Class List.

2. The value of each PAGA Workweek shall be determined by the Settlement Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Members (“PAGA Workweek Point Value”).

1 3. Each PAGA Member's individual PAGA Workweeks will be multiplied
2 by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.

3 **3. SECTION XII(D)(3) OF THE ORIGINAL SETTLEMENT AGREEMENT IS**
4 **HEREBY AMENDED TO STATE AS FOLLOWS:**

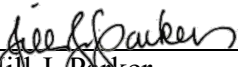
5 Any checks issued by the Settlement Administrator to Participating Class Members and
6 PAGA Members will be valid and negotiable for one hundred and eighty (180) days after
7 issuance, and thereafter, the checks will be cancelled. The funds remaining and associated with
8 cancelled Individual Settlement Payment and/or Individual PAGA Payment checks shall be
9 transmitted by the Settlement Administrator to Legal Aid at Work, a nonprofit organization or
10 foundation consistent with Code of Civil Procedure Section 384, subd. (b) (the "Cy Pres
11 Recipient"). Class Counsel and Defendant's counsel shall provide the Court with a declaration
12 under oath certifying that they have no interest or relationship, financial or otherwise, with the
13 Cy Pres Recipient.

14 **4. EXHIBIT A TO THE ORIGINAL SETTLEMENT AGREEMENT IS HEREBY**
15 **AMENDED AS FOLLOWS:**

16 Exhibit A to the Original Settlement Agreement is hereby replaced with the revised
17 Notice of Class Action Settlement attached hereto as "**Exhibit A.**"

18 Dated: March 19, 2024

PARKER & MINNE, LLP

20 By: 
21 Jill J. Parker
22 Attorneys for Plaintiff Oksana Villeda

23 Dated: March 19, 2024

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.**

25 By: 
26 Alexander M. Chemers
27 Madeleine K. Lee
28 Attorneys for Aria Technologies, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Villeda v. Aria Technologies, Inc.

Superior Court of the State of California for the County of Alameda, Case No. 22CV011091

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Alameda. The lawsuit was filed by a former employee, Oksana Villeda (“Plaintiff”) against Aria Technologies, Inc. (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), entitled *Villeda v. Aria Technologies, Inc.*, Alameda Superior Court Case No. 22CV011091 (the “Lawsuit”).

In the Lawsuit, Plaintiff seeks to represent all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from May 10, 2018 to October 1, 2023 (“Class Members”). Plaintiff also seeks to recover civil penalties on behalf of all current and former non-exempt and/or hourly-paid employees employed by Defendant in the State of California at any time during the period from May 10, 2021 to October 1, 2023 (“PAGA Members”).

The proposed Settlement has two main parts: (1) a “Class Settlement” requiring Defendant to fund Individual Settlement Payments, and (2) a “PAGA Settlement” requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?	
DO NOTHING	Receive an Individual Settlement Payment and an Individual PAGA Payment (if eligible). By doing nothing, you will receive an Individual Settlement Payment, and, if eligible, an Individual PAGA Payment. However, you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	Exclude Yourself from the Class Settlement and Receive No Individual Settlement Payment. If eligible, you will still receive an Individual PAGA Payment because you cannot exclude yourself from the PAGA Settlement. You may opt-out of the Class Settlement by submitting a signed Request for Exclusion (see Section 9(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Class Settlement and you will not be bound by the release of class claims provided under the Settlement. You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members (see Section 8 below).
OBJECT TO THE CLASS SETTLEMENT	Object to the Class Settlement. You cannot object to the PAGA Settlement. If you choose to participate in the Class Settlement, you may submit an objection to the Class Settlement. To object, you can submit an objection (see Section 9(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Class Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Class Claims (see Section 8 below) against Defendant and the other Released Parties.

2. WHY DID I GET THIS NOTICE?

Defendant's records show that you were employed by Defendant in California at some point during the period from May 10, 2018 to October 1, 2023 (the "Class Period"). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On May 10, 2022, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Alameda. On August 7, 2023, Plaintiff provided written notice to the LWDA and Defendant of the provisions of the California Labor Code that she contends were violated ("PAGA Notice"). On [DATE] Plaintiff filed a First Amended Class Action Complaint & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the "Operative Complaint"). Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, meal period premiums, rest period premiums, and minimum wages; failed to timely pay wages during employment and upon termination; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys' General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In her Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the period from May 10, 2018 to final judgment.

Defendant denies all of the material allegations in the Operative Complaint and asserted numerous affirmative defenses.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff's Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Defendant have concluded that it is in their respective best interests and the interest of the Class Members and PAGA Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Defendant all support this Settlement due to, among other things, Defendant's potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Class Members and PAGA Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Defendant has agreed to pay a settlement amount of Four Hundred Thousand Dollars (\$400,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to the Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), (2) PAGA Penalties in an amount not to exceed Forty Thousand Dollars (\$40,000.00), (3) Attorneys' Fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$140,000.00), (4) Litigation Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and (5) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

Forty Thousand Dollars (\$40,000.00) of the Gross Settlement Amount has been allocated towards penalties under PAGA ("PAGA Penalties"), of which 75% will be allocated to the LWDA ("LWDA Payment"), and the remaining 25% will be allocated to the PAGA Members ("Employee PAGA Amount").

Class Members are eligible to receive payment of their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks that each Class Member was credited to have worked for Defendant as an hourly-paid or non-exempt employee in the State of California at any time during the Class Period, and worked at least one day ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Class Workweek Value” and multiplied each Class Member’s individual Workweeks by the Estimated Class Workweek Value to yield his or her estimated Individual Settlement Payment that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Amount by the Workweeks of all Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Amount, less applicable employee-side tax withholdings.

Each Individual Settlement Payment will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Payment net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

6. YOUR WORKWEEKS BASED ON DEFENDANT’S RECORDS

According to Defendant’s records, during the period **from May 10, 2018 to October 1, 2023 (i.e., the Class Period)** you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.

According to Defendant’s records, during the period **from May 10, 2021 to October 1, 2023 (i.e., the PAGA Period)** you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Workweeks Dispute”) to the Settlement Administrator. The Workweeks Dispute must contain: (1) the case name and number of the Lawsuit (*Villeda v. Aria Technologies, Inc.*, Case No. 22CV011091); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and any relevant documentation in support thereof. The Workweeks Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline].

7. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT?

As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if eligible) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

8. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Participating Class Members (i.e., Class Members who have not submitted a timely and valid Request for Exclusion) as well as all PAGA Members. This will bar all Participating Class Members and PAGA Members from bringing certain claims against Defendant.

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members waive, release, and discharge Released Parties of any and all Released Class Claims. “Released Class Claims” means any and all wage-related claims or claims for statutory penalties that were alleged in or which could have been alleged in the Operative Complaint based on the factual allegations or primary rights asserted in the Operative Complaint, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.*

Upon the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff and the State of California waive, release, and discharge Released Parties of any and all Released PAGA Claims. “Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during the PAGA Period, based on the factual allegations, legal theories, or primary rights asserted in the PAGA Notice, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001. The Released PAGA Claims are limited to and co-extensive with the scope of the PAGA Notice.

“Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www. [REDACTED]. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Defendant will continue.

9. WHAT ARE MY RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment and Individual PAGA Payment (if eligible). If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the Released Class Claims described in Section 8 above. As a Participating Class Member, you will not be separately responsible for the payment of attorneys’ fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys’ fees and expenses.

B. EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement because you wish to pursue a separate lawsuit against Defendant for the claims asserted in this Lawsuit, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (1) contain the case name and number of the Lawsuit (*Villeda v. Aria Technologies, Inc.*, Case No. 22CV011091); (2) contain your full name, address, telephone number, and last four digits of your Social Security number; (3) be signed by you or your authorized representative; (4) contain a clear statement that you request to be excluded from the Class Settlement; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the following address:

[Name of Settlement Administrator]
[Mailing Address]

Requests for Exclusion that are postmarked after [Response Deadline] will not be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 8 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the Released Class Claims described in Section 8 above, as well as any judgment that may be entered by the Court based thereon.

Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE CLASS SETTLEMENT

If you do not think the Class Settlement is fair, you can object to the Class Settlement and tell the Court you do not agree with the Class Settlement or some part of it if you have not submitted a Request for Exclusion from the Class Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (1) contain the case name and number of the Lawsuit (*Villeda v. Aria Technologies, Inc.*, Case No. 22CV011091); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for the objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than [Response Deadline] to the address listed in Section 9(B).

10. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

11. WHAT IF I HAVE QUESTIONS?

This notice is a summary of the basic terms of the Settlement. A complete copy of the Settlement Agreement and this Notice are available at www.[redacted]. This website may be updated periodically to update the Class Members on any developments in the case.

You may also view the Settlement Agreement and other court records in the Lawsuit for a fee by visiting the civil clerk's office, located at the Administration Building at 1221 Oak Street, Oakland California 94612 during business hours, or online by visiting the following website: <https://eportal.alameda.courts.ca.gov/>.

Please note, due to COVID-19, there may be limitations on physical access to Court facilities and records. You can find

the Court's most current COVID-19 guidelines online at: <https://www.alameda.courts.ca.gov/>.

For further information about this case, you may contact Class Counsel or the Settlement Administrator. Class Counsel's contact information is as follows:

Edwin Aiwazian, Esq.
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Joanna Ghosh, Esq.
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Jill J. Parker, Esq.
PARKER & MINNE, LLP
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Los Angeles, California 90017
Telephone: (310) 882-6833

The contact information for the Settlement Administrator is as follows:

[Name of Settlement Administrator]

[Mailing Address]

[Telephone Number]

DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S ATTORNEYS ABOUT THIS NOTICE.