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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

L.A. GEM AND JEWELRY DESIGN, INC.;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV31782

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

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This Joint Stipulation of Class and Representative Action Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Elizabeth Romero (“Plaintiff”) and Defendant L.A. Gem and Jewelry Design, Inc. (collectively, “the Parties”).

1. DEFINITIONS.

- 1.1. “Action” means *Elizabeth Romero v. L.A. Gem and Jewelry Design, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV31782.
- 1.2. “Administrator” means ILYM Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the court-approved amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” or “Class Members” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.
- 1.5. “Class Counsel” means Moon Law Group, PC.
- 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.
- 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$25,000.00.
- 1.8. “Class Data” means Class Members’ names, last-known mailing addresses, available Social Security numbers, and numbers of Workweeks and PAGA Pay Periods.
- 1.9. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and incorporated

by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Period” means the period from December 3, 2020, through February 19, 2026.

1.12. “Class Representative” means the named Plaintiff in the Action, Elizabeth Romero.

1.13. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for her services in support of the Action, the benefits she helped bring about for the Class, and her General Release, not to exceed \$7,500.00.

1.14. “Court” means the Superior Court of the State of California, County of Los Angeles.

1.15. “Defendant” means the named Defendant, L.A. Gem and Jewelry Design, Inc.

1.16. “Defense Counsel” means Pettit Kohn Ingrassia Lutz & Dolin PC.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court signs a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court signs the Judgment; (b) if one or more Participating Class Member objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.20. “Gross Settlement Amount” means \$425,000.00, the total non-reversionary amount

Defendant agrees to pay under the Settlement, except as provided in Sections 3.1 and 8.1 below. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

1.21. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Settlement Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.22. “Individual Class Payment” means a Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action.

1.23. “Judgment” means the Judgment entered by the Court based upon the Final Approval Order.

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

1.25. “LWDA PAGA Payment” means 65% of the PAGA Settlement Penalties paid to the LWDA under Labor Code § 2699(m).

1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. “Non-Participating Class Member” means a Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.28. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.29. “PAGA Period” means the period from November 29, 2023, through February 19, 2026.
- 1.30. “PAGA” means the Private Attorneys General Act, Labor Code §§ 2698, *et seq.*
- 1.31. “PAGA Group” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period (“Aggrieved Employee(s)”).
- 1.32. “PAGA Notice” means Plaintiff’s November 29, 2024 Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a).
- 1.33. “PAGA Penalties” means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$25,000.00, allocated 35% to the Aggrieved Employees (\$8,750.00) and 65% to LWDA (\$16,250.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.35. “Plaintiff” means the named Plaintiff in the Action, Elizabeth Romero.
- 1.36. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class portion of the Settlement.
- 1.37. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Administrator.
- 1.38. “Released Class Claims” means the claims being released as described in Section 5.2.
- 1.39. “Released PAGA Claims” means the claims being released as described in Section 5.3.
- 1.40. “Released Parties” means: Defendant L.A. Gem and Jewelry Design, Inc., and each of its former and/or present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities that could be considered to have jointly employed the Class Members or PAGA Group (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and

employees).

1.1. "Request for Exclusion" means a Class Member's written request to be excluded from the Class portion of the Settlement.

1.2. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail a written Objection to the Settlement. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.

1.3. "Workweek" means any week during which a Participating Class Member worked for Defendant at least one day during the Class Period.

2. **RECITALS.**

2.1. On December 3, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

2.2. On February 6, 2025, Plaintiff filed the First Amended Complaint against Defendant adding a cause of action for civil penalties under PAGA (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with any laws, including, but not limited to, the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

- 2.3. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On May 29, 2025, the Parties participated in an all-day mediation presided over by experienced wage-and-hour mediator, Steven Rottman, Esq., which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay records, policy documents, and data about Plaintiff and the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008).
- 2.6. The Court has not granted class certification.
- 2.7. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Section 8.1 below, Defendant will pay \$425,000.00, and no more, as the Gross Settlement Amount and will separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and

1 Individual PAGA Payment the Class Representative is entitled to receive as a
2 Participating Class Member). Defendant will not oppose Plaintiff's request for a
3 Class Representative Service Payment that does not exceed this amount. As part
4 of the Motion for Class Counsel Fees Payment and Class Counsel Expenses
5 Payment, Plaintiff will seek Court approval for any Class Representative Service
6 Payments no later than sixteen (16) court days prior to the Final Approval Hearing.
7 If the Court approves a Class Representative Service Payment less than the amount
8 requested, the Administrator will retain the remainder in the Net Settlement
9 Amount. The Administrator will pay the Class Representative Service Payment
10 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
11 employee taxes owed on the Class Representative Service Payment.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
13 the Gross Settlement Amount, which is currently estimated to be \$141,666.67, and
14 a Class Counsel Expenses Payment of not more than \$25,000.00. Defendant will
15 not oppose requests for these payments provided that they do not exceed these
16 amounts. Plaintiff and/or Class Counsel will file a Motion for Class Counsel Fees
17 Payment and Class Counsel Expenses Payment no later than sixteen (16) court
18 days prior to the Final Approval Hearing. If the Court approves a Class Counsel
19 Fees Payment and/or Class Counsel Expenses Payment less than the amounts
20 requested, the Administrator will allocate the remainder to the Net Settlement
21 Amount. Released Parties shall have no liability to Class Counsel or any other
22 Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
23 Payment and/or Class Counsel Expenses Payment. The Administrator will pay the
24 Class Counsel Fees Payment and Class Counsel Expenses Payment using one or
25 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
26 taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses
27 Payment and holds Defendant harmless, and indemnifies Defendant, from any
28 dispute or controversy regarding any division or sharing of any of these Payments.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
2 \$10,000.00, except for a showing of good cause and as approved by the Court. To
3 the extent the administration expenses are less, or the Court approves payment less
4 than \$10,000.00, the Administrator will retain the remainder in the Net Settlement
5 Amount.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
7 (a) dividing the Net Settlement Amount by the total number of Workweeks
8 worked by all Participating Class Members during the Class Period and (b)
9 multiplying the result by each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each
11 Participating Class Member's Individual Class Payment will be allocated
12 to settlement of wage claims (the "Wage Portion"). The Wage Portions are
13 subject to tax withholding and will be reported on an IRS W-2 Form.
14 Ninety percent (90%) of each Participating Class Member's Individual
15 Class Payment will be allocated to settlement of claims for interest and
16 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
17 subject to wage withholdings and will be reported on IRS 1099 Forms.
18 Participating Class Members assume full responsibility and liability for
19 any employee taxes owed on their Individual Class Payment.

20 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
21 Class Payments. Non-Participating Class Members will not receive any
22 Individual Class Payments. The Workweeks of Non-Participating Class
23 Members are not included in the calculation of payments to Participating
24 Class Members.

25 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
26 \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00)
27 allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the
28 Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 187 Class Members who collectively worked a total of 22,251 Workweeks during the period from December 3, 2020, to October 31, 2025, and approximately 128 Aggrieved Employees who worked a total of 4,168 PAGA Pay Periods during the period from November 29, 2023, to October 31, 2025.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court signs the Preliminary Approval Order granting the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously

1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
2 missing or omitted Class Data.

3 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount, including its separate payment of employer payroll taxes, by transmitting the
5 funds to the Administrator within thirty (30) calendar days of the Effective Date, as
6 defined in Section 1.17.

7 4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days of the
8 Defendant's funding of the Gross Settlement Amount, the Administrator will mail checks
9 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
10 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
11 Class Counsel Expenses Payment, and the Class Representative Service Payment.
12 Disbursement of the Class Counsel Fees Payment, the Class Counsel Expenses Payment,
13 and the Class Representative Service Payment shall not precede disbursement of
14 Individual Class Payments and Individual PAGA Payments.

15 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
16 Individual PAGA Payments and send them to the Class Members via First Class
17 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
18 (not less than 180 days after the date of mailing) when the check will be voided
19 ("void date"). The Administrator will cancel all checks not cashed by the void
20 date. The Administrator will send checks for Individual Class Payments to all
21 Participating Class Members (including those for whom Class Notice was
22 returned undelivered). The Administrator will send checks for Individual PAGA
23 Payments to all Aggrieved Employees including Non-Participating Class
24 Members who qualify as Aggrieved Employees (including those for whom Class
25 Notice was returned undelivered). The Administrator may send Participating
26 Class Members a single check combining the Individual Class Payment and the
27 Individual PAGA Payment. Before mailing any checks, the Settlement
28 Administrator must update the recipients' mailing addresses using the NCOA

1 database.

2 4.4.2. Administration of Taxes by the Settlement Administrator. The Settlement
3 Administrator will be responsible for issuing to Plaintiff, Participating Class
4 Members, and Class Counsel any W-2, 1099, or other tax forms as may be
5 required by law for all amounts paid pursuant to this Settlement. The Settlement
6 Administrator will also be responsible for forwarding all payroll taxes and
7 penalties to the appropriate government authorities.

8 4.4.3. Tax Liability. Defendant makes no representation as to the tax treatment or legal
9 effect of the payments called for hereunder, and Plaintiff and Participating Class
10 Members are not relying on any statement, representation, or calculation by
11 Defendant or by the Settlement Administrator in this regard. Plaintiff and
12 Participating Class Members understand and agree that they will be solely
13 responsible for the payment of any taxes and penalties assessed on the payments
14 described herein. Defendant's share of any employer payroll taxes and other
15 required employer withholdings due on the Individual Class Payments, including,
16 but not limited to, Defendants' FICA and FUTA contributions, shall be paid
17 separately and apart from the Gross Settlement Amount.

18 4.4.4. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without a United States
20 Postal Service ("USPS") forwarding address. Within seven (7) calendar days of
21 receiving a returned check, the Administrator must re-mail checks to the USPS
22 forwarding address provided or to an address ascertained through the Class
23 Member Address Search. The Administrator need not take further steps to deliver
24 checks to Class Members whose re-mailed checks are returned as undelivered.
25 The Administrator shall promptly send a replacement check to any Class Member
26 whose original check was lost or misplaced, requested by the Class Member prior
27 to the void date.

28 4.4.5. For any Class Member whose Individual Class Payment check or Individual

PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against the Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff, on behalf of herself and her former and/or present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint (including (1) Failure to Pay Minimum and Regular Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair Business Practices; (9) Civil Penalties Under PAGA, including any claims of any Labor Code violations alleged in Plaintiff's PAGA Notice, ascertained during the Action and released under Section 5.3 below, and/or that would make Plaintiff an "Aggrieved Employee" during the PAGA Period ("Plaintiff's Release").

5.1.1. Plaintiff's 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, or workers' compensation benefits that arose at

1 any time, or based on occurrences outside the Class Period. Plaintiff acknowledges
2 that Plaintiff may discover facts or law different from, or in addition to, the facts
3 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
4 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
5 such different or additional facts or Plaintiff's discovery of them.

6 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
7 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
8 rights, and benefits, if any, of Section 1542 of the California Civil Code, which
9 reads:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor**
12 **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.

13 5.2. Release by Participating Class Members: All Participating Class Members, including
14 those who may not be Aggrieved Employees under PAGA, are deemed to release all
15 claims under state, federal, or local law, arising out of the claims expressly pleaded in the
16 Operative Complaint in the Action and all other claims, such as those under the California
17 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have
18 been asserted based on the facts pleaded in the Operative Complaint in the Action for: (1)
19 failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (2) failure to pay
20 overtime wages under Labor Code Sec. 510, 1194, 1198; (3) failure to provide meal
21 periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure
22 to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5)
23 failure to reimburse business expenses under Labor Code Sec. 2802; (6) failure to timely
24 pay wages upon termination under Labor Code Sec. 201 – 203; (7) failure to provide
25 accurate, itemized wage statements under Labor Code Sec. 226; and (8) violation of
26 California's unfair competition law under Business and Professions Code Sec. 17200, *et*
27 *seq.* Except as set forth in Section 5.3 of this Agreement, Participating Class Members do
28 not release any other claims, including claims for vested benefits, wrongful termination,

violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees: The Aggrieved Employees, including Plaintiff, the LWDA, and the State of California are deemed to release all claims for civil penalties under PAGA, based upon all underlying wage-and-hour claims under state, federal, or local law, which arise out of the claims expressly pleaded in Plaintiff's Operative Complaint or her November 29, 2024 PAGA Notice Letter, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint, including, but not limited to California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226, *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.* 2802, 2804, and 2810.5. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiff's action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, non-party employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiff agrees to prepare and file a Motion for Preliminary Approval that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains such a checklist.

6.2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the

Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number or that of the QSF (defined in Section 7.3 below) for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a QSF under US Treasury Regulation § 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than

fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written Objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional ten (10) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notices are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant's Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class

Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ten (10) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her authorized legal representative that states the Class Member's election to be excluded from the Class portion of the Settlement. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, mailing address or telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action; and (3) be faxed, emailed, or mailed to the specified email address or physical address of the Administrator. To be timely, the Request for Exclusion must be delivered via fax or email, or postmarked, no later than the Response Deadline. The delivery or postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, according to the requirements listed herein, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) ten (10) calendar days from the date of the cure letter, whichever date is later, to

1 fax, email, or postmark the revised Request for Exclusion. The Administrator, Class
2 Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the
3 validity or timeliness of a Request for Exclusion. However, the Court has the final
4 authority to make decisions consistent with the terms of this Agreement on the validity or
5 timeliness of a Request for Exclusion. The Court's decision shall be final and not
6 appealable or otherwise susceptible to challenge.

7 7.5.1. If the Administrator has reason to question the authenticity of a Request for
8 Exclusion, the Administrator may demand additional proof of the Class Member's
9 identity. If the Administrator has reason to question whether anyone claiming to
10 be the representative of the Class Member requesting exclusion is in fact the Class
11 Member's authorized legal representative, the Administrator may demand
12 additional proof showing the representative is legally authorized to submit a
13 Request for Exclusion on the Class Member's behalf.

14 7.5.2. Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement,
16 entitled to all benefits and bound by all terms and conditions of the Settlement,
17 including the Participating Class Members' Release under Section 5.2 of this
18 Agreement, regardless of whether the Participating Class Member actually
19 receives the Class Notice or objects to the Settlement.

20 7.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class
22 Payment or have the right to object to the class action components of the
23 Settlement. Because future PAGA claims are subject to claim preclusion upon
24 entry of the Judgment, Non-Participating Class Members who are Aggrieved
25 Employees are deemed to release the claims identified in Section 5.3 of this
26 Agreement and are eligible for an Individual PAGA Payment.

27 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
28 calendar days after the Administrator mails the Class Notice (plus an additional ten (10)

1 calendar days for Class Members whose Class Notice is re-mailed) to challenge the
2 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
3 Member in the Class Notice. The Class Member may challenge the allocation by
4 communicating with the Administrator via fax, email, or mail. The Challenge to
5 Calculation of Workweeks and/or PAGA Pay Periods must be timely. To be timely, the
6 Challenge to Calculation of Workweeks and/or PAGA Pay Periods must be delivered via
7 fax or email, or postmarked, no later than the Response Deadline. The delivery or
8 postmark date will be the exclusive means of determining whether a Challenge to
9 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
10 Administrator must encourage the challenging Class Member to submit supporting
11 documentation. In the absence of any contrary documentation, the Administrator is
12 entitled to presume that the Workweeks contained in the Class Notice are correct so long
13 as they are consistent with the Class Data. The Administrator's determination of each
14 Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and
15 not appealable or otherwise susceptible to challenge. The Administrator shall promptly
16 provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods
17 to Defense Counsel and Class Counsel and the Administrator's determination of the
18 challenges.

19 7.7. Objections to Settlement. Each Participating Class Members shall have forty-five (45)
20 calendar days after the Administrator mails the Class Notice (plus an additional ten (10)
21 calendar days for Class Members whose Class Notice is re-mailed) to object to the class
22 action components of the Settlement and/or this Agreement, including contesting the
23 fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment,
24 Class Counsel Expenses Payment and/or Class Representative Service Payment. Only
25 Participating Class Members may send written Objections to the Administrator. A
26 Participating Class Member may object to the Settlement by (1) appearing at the Final
27 Approval Hearing and verbally objecting to the Settlement or any term thereof; and/or (2)
28 sending a written Objection to the Administrator. The written Objection must be valid and

1 timely. To be valid, the written Objection must (1) include the Class Member's full name,
2 mailing address or telephone number, and signature, the contact information for any
3 attorney representing the objecting Class Member, if any, and the factual and legal bases
4 for the Objection, including any supporting papers, briefs, written evidence, declarations,
5 and/or other evidence; (2) state the case name and number of the Action; and (3) be faxed,
6 emailed, or mailed to the specified email address or physical address of the Administrator.
7 To be timely, the written Objection must be delivered via fax or email, or postmarked, no
8 later than the Response Deadline. The delivery or postmark date will be the exclusive
9 means of determining whether a written Objection has been timely submitted. The
10 Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class
11 Member disputes on the validity or timeliness of a written Objection. However, the Court
12 has the authority to make final decisions consistent with the terms of this Agreement on
13 the validity or timeliness of a written Objection. The Court's decision shall be final and
14 not appealable or otherwise susceptible to challenge.

15 7.7.1. Non-Participating Class Members have no right to object to any of the class action
16 components of the Settlement.

17 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish
20 and maintain and use an internet website to post information of interest to Class
21 Members including the date, time and location for the Final Approval Hearing and
22 copies of the Settlement Agreement, Motion for Preliminary Approval,
23 Preliminary Approval Order, Class Notice, the Motion for Final Approval, the
24 Motion for Class Counsel Fees Payment, Class Counsel Expenses Payment, and
25 Class Representative Service Payment, the Final Approval Order and the
26 Judgment. The Administrator will also maintain and monitor an email address,
27 toll-free telephone number, and toll-free fax number to receive Class Member
28 calls, faxes, and emails.

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than five (5) business days after the expiration of the deadline
4 for submitting Requests for Exclusion, the Administrator shall email a list to Class
5 Counsel and Defense Counsel containing (a) the names and other identifying
6 information of Class Members who have timely submitted valid Requests for
7 Exclusion (“Exclusion List”); (b) the names and other identifying information of
8 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
9 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

10 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the
12 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
13 Requests for Exclusion (whether valid or invalid) received, objections received,
14 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved
15 (“Weekly Report”). The Weekly Reports must include the Administrator’s
16 assessment of the validity of Requests for Exclusion and attach copies of all
17 Requests for Exclusion and objections received. In addition to the Weekly
18 Reports, the Administrator shall report to the Parties when it has completed the
19 initial distribution of the Individual Class Payments and Individual PAGA
20 Payments to all individuals with valid addresses.

21 7.8.4. Administrator’s Declaration. Not later than seven (7) calendar days before the date
22 by which Plaintiff is required to file the Motion for Final Approval of the
23 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,
24 a signed declaration suitable for filing in Court attesting to its due diligence and
25 compliance with all of its obligations under this Agreement, including, but not
26 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
27 the re-mailing of Class Notices, attempts to locate Class Members, the total
28 number of Requests for Exclusion from Settlement it received (both valid or

invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATOR CLAUSE

8.1. Based on a review of its records, Defendant represents that there are 22,251 Workweeks during the period from December 3, 2020, to October 31, 2025. Should the number of Workweeks increase more than 10% greater than these figures during the Class Period, Defendant agrees to either 1) increase the Gross Settlement Amount on a proportional basis by the amount by which it exceeds 10% (*i.e.*, if there was a 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%), or 2) shorten the Class Period such that it ends on the date that the number of Workweeks reaches, but does not exceed, 24,476 in which case Defendant will not be required to pay the additional amounts. Defendant shall be prepared to inform the Court of the Class Period end date by the date of the Preliminary Approval Hearing

9. DEFENDANT'S RIGHT TO WITHDRAW.

9.1. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, withdraw

1 from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall
2 be void ab initio, have no force or effect whatsoever, and that neither Party will have any
3 further obligation to perform under this Agreement; provided, however, Defendant will
4 remain responsible for paying all Settlement administration expenses incurred to that
5 point. Defendant must notify Class Counsel and the Court of its election to withdraw not
6 later than seven days after the Administrator sends the final Exclusion List to Defense
7 Counsel; a late election will have no effect.

8 **10. MOTION FOR FINAL APPROVAL.**

9 10.1. Not later than sixteen (16) court days before the calendared Final Approval Hearing,
10 Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a
11 request for approval of this Settlement under Labor Code § 2699(s)(2), a Proposed final
12 approval order and a proposed Judgment (collectively “Motion for Final Approval”).

13 10.2. Response to Objections. Each Party retains the right to respond to any Objection raised
14 by a Participating Class Member, including the right to file responsive documents in Court
15 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise
16 ordered or accepted by the Court.

17 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
18 Approval on any material change to the Settlement (including, but not limited to, the scope
19 of release to be granted by Class Members), the Parties will expeditiously work together
20 in good faith to address the Court’s concerns by revising the Agreement as necessary to
21 obtain Final Approval. The Court’s decision to award less than the amounts requested for
22 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
23 Expenses Payment and/or Administration Expenses Payment shall not constitute a
24 material modification to the Agreement within the meaning of this paragraph.

25 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
27 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
28 administration matters, and (iii) addressing such post-Judgment matters as are permitted

1 by law.

2 10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
3 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
4 Class Counsel Expenses Payment reflected as set forth in this Settlement, the Parties, their
5 respective counsel, and all Participating Class Members who did not object to the
6 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
7 including all rights to post-judgment and appellate proceedings, the right to file motions
8 to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
9 appeal does not include any waiver of the right to oppose such motions, writs or appeals.
10 If an objector appeals the Judgment, the Parties' obligations to perform under this
11 Agreement will be suspended until such time as the appeal is finally resolved and the
12 Judgment becomes final.

13 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
15 material modification of this Agreement (including, but not limited to, the scope of release
16 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
17 nevertheless expeditiously work together in good faith to address the appellate court's
18 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
19 any additional administration expenses reasonably incurred after remittitur. An appellate
20 decision to vacate, reverse, or modify the Court's award of the Class Representative
21 Service Payment or any payments to Class Counsel shall not constitute a material
22 modification of the Judgment within the meaning of this paragraph, as long as the Gross
23 Settlement Amount remains unchanged.

24 **11. AMENDED JUDGMENT.**

25 11.1. If any amended judgment is required under Code of Civil Procedure § 384, the Parties
26 will work together in good faith to jointly submit a proposed amended judgment.

27 **12. ADDITIONAL PROVISIONS.**

28 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other

1 Purposes. This Agreement represents a compromise and settlement of highly disputed
2 claims. Nothing in this Agreement is intended or should be construed as an admission by
3 Defendant that any of the allegations in the Operative Complaint have merit, that
4 Defendant engaged in any unlawful conduct, or that Defendant has any liability for any
5 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
6 Defendant's defenses in the Action have merit. The Parties agree that class certification
7 and representative treatment is for purposes of this Settlement only. If, for any reason the
8 Court does not grant Preliminary Approval or Final Approval or enter Judgment, or the
9 Judgment is modified pursuant to any order by any reviewing court, Defendant reserves
10 the right to contest certification of any class for any reasons, and Defendant reserves all
11 available defenses to the claims in the Action, and Plaintiff reserves the right to move for
12 class certification on any grounds available and to contest Defendant's defenses. The
13 Settlement, this Agreement and Parties' willingness to settle the Action will have no
14 bearing on, and will not be admissible in connection with, any litigation (except for
15 proceedings to enforce or effectuate the Settlement and this Agreement).

16 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
18 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
19 or cause or permit another person to disclose, disseminate or publicize, any of the terms
20 of the Agreement directly or indirectly, specifically or generally, to any person,
21 corporation, association, government agency, or other entity except: (1) to the Parties'
22 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
23 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income
24 to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
25 response to an inquiry or subpoena issued by a state or federal government agency. Each
26 Party agrees to immediately notify each other Party of any judicial or agency order,
27 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and
28 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation

1 or other communication, before the filing of the Motion for Preliminary Approval, with
2 any third party regarding this Agreement or the matters giving rise to this Agreement
3 except to respond only that “the matter was resolved,” or words to that effect. This
4 paragraph does not restrict Class Counsel’s communications with Class Members in
5 accordance with Class Counsel’s ethical obligations owed to Class Members.

6 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or
8 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
9 Counsel’s ability to communicate with Class Members in accordance with Class
10 Counsel’s ethical obligations owed to Class Members.

11 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties,
14 covenants, or inducements made to or by any Party.

15 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to this
18 Agreement to effectuate its terms, and to execute any other documents reasonably
19 required to effectuate the terms of this Agreement including any amendments to this
20 Agreement.

21 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, seeking
23 agreement to any proposed modification of the Settlement Agreement and submitting
24 supplemental evidence and supplementing points and authorities as requested by the
25 Court. In the event the Parties are unable to agree upon the form or content of any
26 document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek
28 the assistance of a mediator and/or the Court for resolution.

- 12.7. 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.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their authorized legal representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or 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 date when the Court

discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. 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 United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

Thomas S. Ingrassia
Kristin A. Kameen
Kendall N. Garald
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Telephone: (858) 755-8500
Facsimile: (858) 755-8504

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12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or electronically (*i.e.*, DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

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[Signatures on the following page.]

Plaintiff & Settlement Representative:

Dated: 4/9/2026

By:

Signed by:

ELIZABETH ROMERO

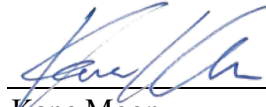
4F7BEB19404A4F7...
Elizabeth Romero

Plaintiff's Counsel:

Dated: 04/10/2026

MOON LAW GROUP, PC

By:



Kane Moon

Jacquelyne VanEmmerik

Nichelle Christopherson

Attorneys for Plaintiff

Defendant:

Dated:

L.A. Gem and Jewelry Design, Inc.

By:

Ashish Arora

Chief Executive Officer

Defendant's Counsel:

Dated:

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

By:

Thomas S. Ingrassia

Kristin A. Kameen

Kendall N. Garald

Attorneys for Defendant

1 **Plaintiff & Settlement Representative:**

2 Dated:

By: _____

Elizabeth Romero

3
4 **Plaintiff's Counsel:**

5 Dated:

MOON LAW GROUP, PC

6
7 By: _____

Kane Moon
Jacquelyne VanEmmerik
Nichelle Christopherson

8
9 Attorneys for Plaintiff

10 **Defendant:**

11 Dated: 4/14/2026

L.A. Gem and Jewelry Design, Inc.

12
13 By: _____

Ashish Arora
Chief Executive Officer

14
15
16 **Defendant's Counsel:**

17 Dated: 04/15/2026

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

18
19 By: _____

Thomas S. Ingrassia
Kristin A. Kameen
Kendall N. Garald

20
21 Attorneys for Defendant

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Elizabeth Romero v. L.A. Gem and Jewelry Design, Inc., Case No.: 24STCV31782

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendant L.A. Gem and Jewelry Design, Inc. (“Defendant”)¹ for alleged wage-and-hour violations. The Action was filed by a former employee, Elizabeth Romero (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid or non-exempt employees of Defendant in California (“Class”) employed during the Class Period (December 3, 2020, through February 19, 2026); and, (2) penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period (November 29, 2023, through February 19, 2026) (the “Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class 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”).

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding), and your individual share of the Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

¹ All key terms herein are further defined in the Parties’ JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to (1) to pay minimum wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and permit rest periods; (5) to reimburse necessary business expenses; (6) to timely pay all wages to terminated employees; (7) to furnish accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, to help resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, the Parties' reached agreement to settle this matter. By signing a lengthy written settlement agreement ("Agreement" or "Settlement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing

the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$425,000.00 as the Gross Settlement Amount ("GSA"). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fully fund the Gross Settlement Amount, and the Administrator will mail all requisite payments to Class Members, Aggrieved Employees, the LWDA, Class Counsel, and the Administrator.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$141,666.67 (one-third of the GSA) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 for the Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class.

C. Up to \$10,000.00 to the Administrator for services administering the Settlement.

D. \$25,000.00 for PAGA Penalties, allocated 65% to the LWDA (\$16,250.00) and 35% to Individual PAGA Payments (\$8,750.00) to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (the "Net Settlement Amount" or "NSA") by making Individual Class Payments to Participating Class Members based on their Workweeks worked.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his or her authorized representative setting forth the Class Member's name, present address and email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for an Individual PAGA Payment and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator’s contact information is in Section 9 below.

9. Participating Class Members’ and Aggrieved Employees’ Releases. Effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against the Released Parties. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, including those who may not be Aggrieved Employees under PAGA, are deemed to release all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint in the Action for: (1) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (2) failure to pay overtime wages under Labor Code Sec. 510, 1194, 1198; (3) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (4) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (5) failure to reimburse business expenses under Labor Code Sec. 2802; (6) failure to timely pay wages upon termination under Labor Code Sec. 201 – 203; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; and (8) violation of California’s unfair competition law under Business and Professions Code Sec. 17200, *et seq.* Except as set forth below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation, or claims based on facts occurring outside the Class Period.

Aggrieved Employees will be bound by the following release:

All Aggrieved Employees, including Plaintiff, the LWDA, and the State of California are deemed to release all claims for civil penalties under PAGA, based upon all underlying wage and hour claims under state, federal, or local law, which arise out of the claims expressly pleaded in Plaintiff’s Operative Complaint or her November 29, 2024 PAGA Notice Letter, and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for, but not limited to California Labor Code sections 98.6, 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226, *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, 2802, 2804, and 2810.5. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because Plaintiff’s action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, non-party employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *Elizabeth Romero v. L.A. Gem and Jewelry Design, Inc.*, and include your identifying information (full name, address, telephone number) and approximate dates of employment. You must make the request yourself or through an authorized representative. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payment to Plaintiff stating (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Expenses Payment; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and a service payment to Plaintiff may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 17 of the Los Angeles Superior Court, located at 312 N Spring St., Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Los Angeles Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 35% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.