

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
ALINA GHRDILYAN V. RJ FINANCIAL, INC., CASE NO. BC430633**

A court authorized this notice. This is not a solicitation from a lawyer.

THERE HAS BEEN A SETTLEMENT OF A PRIVATE ATTORNEYS GENERAL ACTION ON BEHALF OF CERTAIN EMPLOYEES OF RJ FINANCIAL, INC. (ROMANO'S JEWELERS). YOU ARE TO RECEIVE A MONETARY PAYMENT WITH THE STORE CREDIT CERTIFICATE THAT IS ENCLOSED WITH THIS NOTICE BECAUSE, ACCORDING TO ROMANO'S JEWELERS' RECORDS, IT EMPLOYED YOU AT SOME TIME DURING THE PERIOD BEGINNING JANUARY 28, 2009 AND ENDING ON APRIL 9, 2012.

- A settlement ("the Settlement") has been reached between plaintiff Alina Ghrdilyan and Evgenia Sultanian ("Plaintiffs"), on behalf of themselves and other aggrieved employees of Romano's Jewelers, on the one hand, and defendant Romano's Jewelers and its owner and president, Ramil "Randy" Abalkhad (also referred to below as "Defendants"), on the other hand.
- The Settlement resolves a private attorneys general lawsuit about claims that Defendants violated California's wage and hour laws by, among other things, failing to include commissions in calculating non-exempt sales associates' regular rate of pay for overtime purposes, failing to provide rest and meal periods, failure to pay minimum wages for all hours worked, failure to timely pay all final wages, failure to pay all wages during employment, and failure to provide accurate and complete wage statements to its jewelry store employees. Abalkhad denied all liability to the employees concerned, and asserted that he fully complied with all applicable wage and hour laws.
- From April 10 through 23, 2012, the PAGA claims against Abalkhad were tried in Department 41 of the Court. The Court ultimately entered judgment in favor of the Plaintiffs and other aggrieved employees. Soon after the Court entered a First Amended Judgment in favor of the Plaintiffs and other aggrieved employees. Abalkhad filed a notice of appeal that has yet to be decided. The parties have entered into the Settlement solely for purposes of resolving this dispute.
- The Settlement provides for settlement payments and store credits at Romano's Jewelers based on the number of paychecks you received while employed by Defendants in one of their jewelry stores during the period beginning on January 28, 2009 and ending on April 9, 2012.

Your estimated monetary settlement payment and number of paychecks are printed on the enclosed Store Credit Certificate.

PAYMENT AMOUNTS UNDER THE SETTLEMENT

Defendants agree to establish a Gross Settlement Fund consisting of Two Hundred and Five Thousand dollars (\$205,000.00). The Gross Settlement Fund consists of the following parts:

1. Ten Thousand dollars (\$10,000.000) in attorneys' fees to the attorneys for Plaintiffs for the work on the lawsuit.
2. Up to Thirty Five Thousand dollars (\$35,000.000) in reimbursement of costs to the attorneys for Plaintiffs for the costs they incurred in connection with the lawsuit.
3. Up to Seven Thousand Five Hundred dollars (\$7,500) to Plaintiff Alina Ghrdilyan for her work on the lawsuit and for the wages the Court awarded to her for wages earned and unpaid by Defendants.
4. Up to Seven Thousand Five Hundred dollars (\$7,500) to Plaintiff Evgenia Sultanian for her work on the lawsuit and for the wages the Court awarded to her for wages earned and unpaid by Defendants.
5. Up to Three Thousand Five Hundred dollars (\$3,500.00) for fees and costs to the Settlement Administrator for its work in connection with the Settlement.
6. Forty Six Thousand Five Hundred dollars (\$46,500.00), Seventy Five percent (75%) of which will be paid to the State of California pursuant to the Labor Code Private Attorneys' General Act of 2004, Labor Code §§ 2698, *et seq.* The remaining 25% percent of this amount will be allocated to you and the other Aggrieved Employees as explained below.
7. Ninety Five Thousand dollars (\$95,000.00) in store credit at Romano's Jewelers ("the Credit Portion") that may be used by an Aggrieved Employee at any Romano's Jewelers store as if it is cash.

THE CALCULATION OF YOUR MONETARY PAYMENT AND STORE CREDIT

Each Aggrieved Employee shall receive a Settlement Award of an amount from the cash portion of the Settlement less the Attorney's Fees and Litigation Costs, the Representative Awards, and Administration Costs ("the Net Money Portion") determined as follows: The Settlement Administrator will determine the total number of paychecks issued to the Aggrieved Employees from the Class List (defined below). Each Aggrieved Employee will receive a portion of the Net Money Portion based on the number of paychecks he/she received divided by the total number of paychecks multiplied by a factor of 0.1 if he or she was a manager for Defendant at any time

during the period of January 28, 2009 through April 9, 2012 (a "Manager Aggrieved Employee") or by a factor of 0.9 if he she was not. Defendants represent that it employed 49 Manager Aggrieved Employees during the period of January 28, 2009 through April 9, 2012 and 333 other Aggrieved Employees. Defendants represent that they issued approximately 2,441 paychecks to Manager Aggrieved Employees and approximately 5,010 paychecks to the other aggrieved employees during the period of January 28, 2009 through April 9, 2012. The parties estimate that each Manager Aggrieved Employee paycheck shall be worth approximately \$1.90, Seventy Five percent (75%) of which shall be paid to the State of California pursuant to the PAGA. The parties estimate that each other Aggrieved Employee paycheck shall be worth approximately \$8.35, Seventy Five percent (75%) of which shall be paid to the State of California pursuant to the PAGA. Additionally, each Aggrieved Employee shall receive a Romano's Jeweler's store credit from the Credit Portion determined as follows: The Settlement Administrator will determine the total number of paychecks issued to the Aggrieved Employees from the Class List (defined below). Each Aggrieved Employee will receive a store credit based on the number of paychecks he/she received divided by the total number of paychecks multiplied by a factor of 0.1 if he or she was a manager for Defendant at any time during the period of January 28, 2009 through April 9, 2012 (a "Manager Aggrieved Employee") or by a factor of 0.9 if he/she was not. The parties estimate that each Manager Aggrieved Employee paycheck shall be worth approximately \$3.89 in Romano's Jewelers store credit. The parties estimate that each other Aggrieved Employee paycheck shall be worth approximately \$17.07 in Romano's Jewelers store credit. Defendants authorize to the Settlement Administrator to print and distribute all of the shares of the Credit Portion among the Aggrieved Employees as outlined above in the form of the template attached to this Settlement as Exhibit 3 (discussed further below).

If you believe that the Settlement Administrator miscalculated the number of paychecks you received between January 28, 2009 and April 9, 2012, you must provide the Settlement Administrator with proof of the dates of your employment and the number of paychecks you received. You can contact the Settlement Administrator at the address and telephone stated below. For further information on the Settlement, you may review the Settlement that is on file with the Court or request a copy from the Settlement Administrator.

UPDATE YOUR ADDRESS IMMEDIATELY

You will not receive the monetary portion of the Settlement for approximately five (5) years. In order to ensure that you are sent the monetary payment at the correct address, you must advise the Settlement Administrator of any changes to your mailing address. You can contact the Settlement Administrator at the address and telephone stated below.