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*Attorneys for Plaintiff, on behalf of the
State and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

KAELYN SANTOS, on behalf of the Class
Members,

Plaintiffs,

vs.

ROOSEVELT HOTEL, LLC, and DOES 1
through 100, inclusive,

Defendant.

Case No. 20STCV17150

ASSIGNED FOR ALL PURPOSES TO THE
HON. KENNETH R. FREEMAN

**~~[PROPOSED]~~ ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Date: May 31, 2022

Time: 10:00 AM

Department: 14

FILED
Superior Court of California
County of Los Angeles
06/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: B. Guerrero Deputy

1 The Parties have filed a Motion to Approve Settlement Pursuant to Private Attorneys General
2 Act of 2004. The Court has reviewed the materials and information submitted by the Parties and
3 HEREBY ORDERS, ADJUDGES, and DECREES as follows:

4 1. The Plaintiff in this Action, Kaelyn Santos (“Plaintiff”), and Defendant Roosevelt
5 Hotel, LLC (“Defendant”), have agreed to a Settlement Agreement of Representative Action Under
6 Labor Code Private Attorneys General Act and an Addendum A to Settlement Agreement of this
7 California Labor Code Private Attorneys General Act (together, “Settlement Agreement” or
8 “Settlement”).¹ All defined terms contained herein shall have the same meanings as set forth in the
9 Settlement Agreement.

10 2. The Court hereby grants approval of the Settlement based on the terms set forth therein.

11 3. The Settlement Agreement was executed by Plaintiff, Plaintiff’s counsel, Defendant,
12 and Defendant’s counsel. The Court finds that the Settlement is entitled to judicial approval and meets
13 all of the requirements for approval of a settlement under the PAGA, including that the Parties
14 complied with Labor Code § 2699(1)(2) by submitting a copy of the Settlement Agreement to the
15 California Labor and Workforce Development Agency (“LWDA”).

16 4. Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the Settlement and finds
17 the settlement of PAGA claims described therein to be fair, adequate and reasonable. The Court also
18 finds that the LWDA has not objected to the terms of the Settlement. The Court further finds that no
19 other objection to the Settlement has been received by the Court.

20 5. The Court approves and confirms the release of claims as provided for in the Settlement
21 Agreement. Pursuant to the California Supreme Court decision in *Arias v. Superior Court* (2009) 46
22 Cal.4th 969, 986, “with respect to the recovery of civil penalties, nonparty employees as well as the
23 government [i.e., the State of California] are bound by the judgment in an action brought under the
24 [PAGA]” As defined in the Settlement Agreement, the non-party employees who are covered
25 and bound by this Settlement and its release provisions are all non-exempt, hourly employees serving

26
27 ¹ A true and correct copy of the Settlement Agreement of Representative Action Under Labor Code Private Attorneys
28 General Act and Addendum A to Settlement Agreement of Representative Action Under Labor Code Private Attorneys
General Act is attached as **Exhibit A** hereto.

1 in the “Food & Beverage Department,” of Defendant in California at any time during the period
2 between April 8, 2019 to the date the Court grants Plaintiff’s motion for approval of the settlement.
3 The term “Food & Beverage Department” includes employees in the following departments of
4 Defendant: Public Kitchen and Bar, Banquets, 25 Degrees, Room Service, Library Bar, Spare Room,
5 Tropicana, Teddy’s, The Roosevelt Theater, The Barish, The Rosy Café, and F&B General.

6 6. The Court also finds that the requested attorneys’ fees and costs, and costs of
7 administration as set forth in the settlement approval papers are reasonable and hereby are approved.
8 The Court approves Simpluris as the settlement administrator.

9 7. Specifically, the Court approves the following distributions:

- 10 a. Plaintiff’s counsel’s attorneys’ fees in the amount of \$159,000, no more than 33
11 1/3% of the Gross Settlement Fund.
12 b. Plaintiff’s counsel’s costs in the amount of \$10,262.11, no more than \$12,000.
13 c. Settlement Administration costs in the amount of \$3,639.91 to Simpluris.
14 d. Of the remaining Net Settlement Fund, or \$304,097.98, 75%, or \$228,073.48, shall
15 be paid to the Labor and Workforce Development Agency, and 25%, or \$76,024.50,
16 will be remitted to the Aggrieved Employees pursuant to the terms of the
17 Settlement.

18 8. The Court orders that the Settlement shall be effectuated according to its terms. As
19 provided for in the Settlement Agreement, the settlement funds shall be tendered by Defendant to the
20 agreed-upon settlement administrator Simpluris within fourteen (14) calendar days after the Effective
21 Date.

22 9. The Settlement is not an admission by Defendant, nor is this Order a finding of the
23 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement,
25 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
26 or liability whatsoever by or against Defendant.
27
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1 10. The Court shall retain continuing jurisdiction over the Parties to this action to ensure
2 effectuation of the Settlement in accordance with the terms of the Settlement and this Order.

3 11. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry
4 of this Order.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**



8

A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

9 Dated: 06/16/2022

10 Hon. Kenneth R. Freeman / Judge
11 Judge of the Superior Court
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EXHIBIT A

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Aggrieved Employees*

[additional counsel on next page]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

KAELYN SANTOS, on behalf of the Class
Members,

Plaintiffs,

vs.

ROOSEVELT HOTEL, LLC, and DOES 1
through 100, inclusive,

Defendant.

Case No. 20STCV17150

ASSIGNED FOR ALL PURPOSES TO
THE HON. KENNETH R. FREEMAN

**SETTLEMENT AGREEMENT OF
REPRESENTATIVE ACTION
UNDER LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

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1 SETTLEMENT AGREEMENT

2 This Settlement Agreement of Representative Action under California Labor Code
3 Private Attorneys General Act (“PAGA”) is entered into between Plaintiff Kaelyn Santos
4 (“Plaintiff”), on behalf of herself, the State of California, and Aggrieved Employees (defined
5 below), and Defendant Roosevelt Hotel, LLC (“Defendant”). Plaintiff and Defendant are
6 collectively referred to as “the parties.”

7 I. Factual Background

8 A. On April 1, 2020, Plaintiff sent a certified letter to the Labor & Workforce
9 Development Agency (“LWDA”), notifying the LWDA that she intended to pursue a claim
10 against Defendant under PAGA based on their alleged wage and hour violations (“PAGA
11 Letter”). The LWDA did not respond to the letter or otherwise indicate that it intended to
12 investigate Plaintiff’s allegations.

13 B. On May 1, 2020, Plaintiff filed her Class Action Complaint against Defendant
14 in the Superior Court of California, County of Los Angeles. The complaint alleged causes of
15 actions for (1) Unlawful Business Practices – Failure to Pay All Gratuities Owed; (2)
16 Intentional Interference with Prospective Economic Advantage; (3) Conversion; (4) Unjust
17 Enrichment; (5) Failure to Authorize and Permit and/or Make Available Rest Periods; (6)
18 Failure to Provide Accurate, Itemized Wage Statements; (7) Waiting Time Penalties; and (8)
19 Unlawful Business Practices under Business and Professions Code §§ 17200 *et seq.*

20 C. After waiting the required 65 days without a response from the LWDA
21 regarding Plaintiff’s PAGA Letter, on June 12, 2020, Plaintiff filed a First Amended Class
22 and Private Attorneys General Act Complaint, adding a claims for failure to provide
23 employee records, and two PAGA claims under Labor Code § 2699(a) and (f).

24 D. Due to Defendant’s representation that a valid and enforceable arbitration
25 agreement existed between Plaintiff and Defendant, on October 1, 2020, Plaintiff filed a
26 declaration to dismiss the first through ninth causes of action, without prejudice. In a Minute
27 Order dated October 2, 2020, the Court ordered such dismissal. On January 26, 2021, the
28 judge signed the proposed order dismissing all but the PAGA allegations, without prejudice.

1 E. Pursuant to the operative complaint, Plaintiff sought civil penalties for
2 Defendant's alleged failure to (1) pay Plaintiff and Aggrieved Employees all tip wages owed
3 from gratuity payments, including based on Plaintiff's assertion that mandatory service
4 charges constitute gratuities; (2) authorize and permit Plaintiff and Aggrieved Employees to
5 take rest breaks to which they are entitled by law; (3) provide Plaintiff and Aggrieved
6 Employees accurate, itemized wage statements; and (4) timely pay Plaintiff and Aggrieved
7 Employees full wages upon termination or resignation.

8 F. The parties agreed to participate in a private mediation for both the PAGA and
9 Plaintiff's individual claims. For purposes of pre-mediation discovery, Defendant produced
10 more than 2,000 pages of documents, including but not limited to applicable written policies;
11 exemplar menus, receipts, and contracts referencing the service fees; Plaintiff's personnel file
12 and time and pay records; schedule reports; Excel sheets regarding service charges and
13 administrative fees charged to customers and remitted to employees, and contact information
14 for the employees at issue.

15 G. On August 3, 2021, the parties participated in a private mediation before the
16 Honorable Gail A. Andler (Ret.). After a mediator's proposal, on August 10, 2021, the
17 parties reached a settlement in principle. The negotiations leading to settlement and to the
18 terms of this agreement were at all times non-collusive and conducted at arm's length.

19 H. Plaintiff and her counsel have conducted a thorough investigation into the
20 facts of the action for the benefit of Plaintiff and Aggrieved Employees. Based on that
21 investigation, Plaintiff and Plaintiff's Counsel are of the opinion that the settlement is fair,
22 reasonable, adequate, and in the best interests of the Aggrieved Employees and the State of
23 California.

24 I. Defendant denies it violated the law in any manner alleged in the Action (as
25 defined below). Nothing contained herein, nor the consummation of the settlement, is to be
26 construed or deemed an admission of liability or wrongdoing on the part of Defendant or any
27 of the Released Parties.

28 J. The terms of this Agreement are contingent on the execution of the individual

1 settlement agreement, which was jointly agreed upon in principle with the acceptance of the
2 mediator's proposal on August 10, 2021.

3 II. Terms of Agreement

4 A. Definitions.

5 1. "Action" refers to the lawsuit filed in the Superior Court of California
6 for the County of Los Angeles entitled *Santos v. Roosevelt Hotel, LLC.*, Case No.
7 20STCV17150.

8 2. "Agreement" means this Settlement Agreement of Representative
9 Action under California Labor Code Private Attorneys General Act.

10 3. "Aggrieved Employees" are all non-exempt, hourly employees serving
11 in the "Food & Beverage Department," as defined below, of Defendant in California at any
12 time during the period between April 8, 2019 to the date the Court grants Plaintiff's motion
13 for approval of the settlement. For the purposes of this Agreement, the term "Food &
14 Beverage Department" includes employees in the following departments of Defendant:
15 Public Kitchen and Bar, Banquets, 25 Degrees, Room Service, Library Bar, Spare Room,
16 Tropicana, Teddy's, The Roosevelt Theater, The Barish, The Rosy Café, and F&B General.
17 Defendant contends that there were approximately 290 Aggrieved Employees during the
18 period from April 8, 2019 through May 2021.

19 4. "Court" is the Superior Court of California for the County of Los
20 Angeles.

21 5. "Effective Date" means the date that the Court enters an order granting
22 the motion for approval if no appeal is filed, or if an appeal is filed, the date the appeal is
23 dismissed or denied and is no longer subject to appellate review.

24 6. "Judgment" is the order and judgment approving the Settlement in the
25 Action. An order approving the Settlement shall function as a judgment for purposes of Code
26 of Civil Procedure Sections 577-579.

27 7. "LWDA" means the California Labor & Workforce Development
28 Agency.

1 8. “PAGA Recovery Period” is the period between April 8, 2019 and the
2 Effective Date.

3 9. “Pay Periods” means, for each Aggrieved Employee, the number of
4 full or partial pay periods he or she was employed by Defendant as a non-exempt, hourly
5 employee during the PAGA Recovery Period according to Defendant’s time punch and
6 payroll records.

7 10. “Plaintiff” is plaintiff Kaelyn Santos.

8 11. “Plaintiff’s Counsel” are Schneider Wallace Cottrell Konecky LLP.

9 12. “Settlement” is the settlement set forth in this Agreement.

10 13. “Settlement Administrator” is Simpluris.

11 14. “Total Pay Periods” means the aggregate number of Pay Periods all
12 Aggrieved Employees worked during the PAGA Recovery Period.

13 15. “Defendant” is defendant Roosevelt Hotel, LLC.

14 16. “Gross Settlement Fund” or “Gross Settlement Amount” mean Four
15 Hundred and Seventy-Seven Thousand Dollars and zero cents (\$477,000.00), which will
16 include Plaintiff’s Counsel’s Attorneys’ Fees and Costs, Plaintiff’s Service Award,
17 Settlement Administrator Costs, and the Net Settlement Fund.

18 17. “Net Settlement Fund” or “Net Settlement Amount” mean the Gross
19 Settlement Fund less the Attorneys’ Fees and Costs, the Settlement Administrator Costs, and
20 Plaintiff’s Service Award. Of the Net Settlement Amount, 75% shall be paid to the LWDA
21 and 25% will be remitted to the Aggrieved Employees.

22 18. “Service Award” means the payment to Named Plaintiff Kaelyn
23 Santos for her efforts in bringing and prosecuting this matter. The Service Award will not
24 exceed Ten Thousand Dollars and zero cents (\$10,000.00).

25 19. “Released Parties” mean Defendant and their respective or former
26 predecessors, successors, assignees, parent corporations, owners, members, sister
27 corporations, subsidiaries, divisions, affiliates, investors, trustees, directors, officers,
28 employees, shareholders, partners, agents, attorneys, consultants, insurance carriers, plan

administrators, benefit plans, executors, and administrators, past and present.

B. Monetary Consideration.

1. Plaintiff and Defendant agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Four Hundred and Seventy-Seven Thousand dollar (\$477,000.00)¹ pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiff and the Aggrieved Employees as set forth herein.

C. Approval Procedure.

1. Plaintiff will seek approval of the Settlement in the Superior Court of California for the County of Los Angeles pursuant to Labor Code section 2699(1)(2).

2. Concurrent with the filing of the motion for settlement approval:

a. Plaintiff's Counsel will serve a copy of this Agreement and Plaintiff's motion for settlement approval to the LWDA at the same time as they are submitted to the Court, pursuant to Labor Code section 2699(1)(2).

b. Plaintiff's Counsel will move for an award of Attorneys' Fees and Costs upon filing the motion for settlement approval, payable from the Gross Settlement Fund. Plaintiff's Counsel's fees will not exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Fund, or \$159,000.00, plus no more than \$12,000 in costs (with the latter amount representing the reasonable out-of-pocket costs incurred by Plaintiff's Counsel in prosecuting the Action). The parties agree that the Court's approval of Attorneys' Fees and Costs is not a material condition of the Settlement and should be considered by the Court separate and apart from the fairness, reasonableness, and adequacy of the Settlement.

3. Within ten (10) calendar days after the date that the Court enters an order granting the motion for approval, Plaintiff's Counsel will serve a copy of the Judgment

¹ At the August 3, 2021 mediation, the parties reached an agreement in principle that Defendant would pay \$500,000.00 to satisfy both this Action and Plaintiff's individual labor law claims. The parties now further agreed that \$477,000.00 of the \$500,000.00 shall apply to the settlement of the PAGA Action.

1 on the LDWA pursuant to Labor Code section 2699(1)(3).

2 4. Should the Court not approve the settlement, the parties shall meet and
3 confer to make reasonable efforts to address any issues raised by the Court in order to obtain
4 the Court's approval, except that Defendant will not be required under any circumstances to
5 increase the Gross Settlement Amount. If the parties cannot obtain approval from the Court,
6 then the parties shall be restored to their litigation positions as of August 3, 2021, and this
7 Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall
8 not be referred to or used in this or any other action.

9 D. Distribution.

10 1. No later than fourteen (14) calendar days after the Effective Date,
11 Defendant will deliver to the Settlement Administrator via wire transfer the total sum of Four
12 Hundred and Seventy-Seven Thousand Dollars (\$477,000.00), which amount shall be in full
13 and final satisfaction of all payments owed under this Agreement, consisting of the
14 following: all payments of civil penalties to Aggrieved Employees, the payment to the
15 LWDA, Plaintiff's Counsel's attorneys' fees and costs as approved by the Court ("Attorneys'
16 Fees and Costs"), Plaintiff's Service Award, and the reasonable fees and costs of the
17 Settlement Administrator ("Settlement Administrator Costs"). Upon receipt of the Gross
18 Settlement Fund, the Settlement Administrator shall immediately place those funds into an
19 interest-bearing account pending distribution pursuant to this Agreement. Any interest earned
20 shall be added to the Gross Settlement Fund.

21 2. No later than twenty-one (21) calendar days after the Effective Date,
22 Defendant will email the Settlement Administrator an electronic spreadsheet containing, for
23 each Aggrieved Employee, his or her name, last-known address and/or telephone number,
24 social security number, dates of employment, and number of workweeks worked during the
25 PAGA Recovery Period. Promptly after receiving it, the Settlement Administrator will run
26 the Aggrieved Employees' addresses through the U.S. Postal Service's National Change of
27 Address database.

28 3. No later than twenty-eight (28) calendar days after the Effective Date, the

1 Settlement Administrator will pay by check or wire transfer: (1) the Attorneys' Fees and
2 Costs to Plaintiff's Counsel; (2) Plaintiff's Service Award to Plaintiff; (3) the Settlement
3 Administrator Costs to the Settlement Administrator; (4) 75% of the Net Settlement Fund to
4 the LWDA; and (5) 25% of the Net Settlement Fund to the Aggrieved Employees, as set
5 forth below.

6 4. Because this is a PAGA settlement and not a class action, the parties
7 agree that Aggrieved Employees do not have the right to exclude themselves from the
8 Settlement. Upon the Effective Date, Aggrieved Employees will be bound by the terms of the
9 Settlement, including the release contained herein. The parties further agree that, absent an
10 order by the Court granting leave to intervene, Aggrieved Employees do not have standing to
11 object to the Settlement or appeal any Judgment.

12 5. The Settlement Administrator will allocate 25% of the Net Settlement
13 Fund to the Aggrieved Employees, each on a *pro rata* basis based on workweeks worked, as
14 follows: the Settlement Administrator will divide the number of workweeks worked by each
15 Aggrieved Employee during the PAGA Recovery Period ("Individual Workweeks") by the
16 total workweeks worked by all Aggrieved Employees during the PAGA Recovery Period ,
17 and multiply the resulting figure by the total amount paid to Aggrieved Employees,
18 consisting of 25% of the Net Settlement Fund.

19 a. Defendant's workweek data will be presumed correct unless a particular
20 Aggrieved Employee proves otherwise to the Settlement Administrator by
21 credible evidence. All workweek disputes will be resolved and decided by the
22 Settlement Administrator, and the Settlement Administrator's decision on all
23 workweek disputes will be subject to Plaintiff's Counsel and the Court's
24 review.

25 6. No later than thirty-four (34) calendar days after the Effective Date,
26 the Settlement Administrator will mail a settlement check, along with a letter explaining how
27 the settlement payment was calculated, to each Aggrieved Employee. The Parties will jointly
28 draft the communication to Aggrieved Employees. If any settlement check is returned as

undeliverable, the Settlement Administrator will use reasonable skip-trace methods to locate a new address.

7. If any dispute arises concerning an Aggrieved Employee's Individual Workweeks and/or eligibility for a settlement payment, Defendant agrees to cooperate with Plaintiff's Counsel and the Settlement Administrator to investigate any such dispute. Aggrieved Employees who successfully dispute their Individual Workweeks, or self-identify as Aggrieved Employees eligible for a settlement payment, will be paid, to the extent possible, from uncashed check funds after the expiration of settlement checks. Settlement checks will remain valid for 180 days after mailing. If there are funds attributable to uncashed settlement checks after the 180-day period, the Settlement Administrator shall make any payments necessary to Aggrieved Employees arising from successful disputes and remit any remaining unclaimed funds to the *cy pres* recipient that is approved by the Court. If there are insufficient funds attributable to uncashed settlement checks to pay in full the amounts triggered by successful disputes from Aggrieved Employees, each Aggrieved Employee who successfully disputes the payment amount will receive a pro rata share of the uncashed settlement checks. The parties propose Legal Aid at Work as the *cy pres* recipient.

8. The entirety of the payments to the LWDA and the Aggrieved Employees, including Plaintiff's Service Award, will be treated as civil penalties for purposes of IRS reporting. No withholding shall be made in relation to the payments to the Aggrieved Employees. Defendant shall report such payments by use of the IRS 1099 Miscellaneous form to each Aggrieved Employee, which shall be issued to each Aggrieved Employee at the same time the settlement checks are issued by the Settlement Administrator. All parties represent they have not received, and will not rely on, advice or representations from other parties or their agents regarding the tax treatment of payments under this Settlement.

E. Release

1. Aggrieved Employee Release: In exchange for the monetary consideration recited in this Settlement, upon the Effective Date, Plaintiff and all Aggrieved

1 Employees forever release, acquit, and discharge Defendant and the Released Parties from
2 any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA,
3 known or unknown, based on or arising out of the Labor Code sections alleged in Plaintiff's
4 First Amended Complaint or that could have been alleged based on the same set of facts
5 during the PAGA Recovery Period, which includes PAGA claims for Defendant's alleged
6 failure to (1) pay Plaintiff and Aggrieved Employees all tip wages owed from gratuity
7 payments and/or service charges; (2) authorize and permit Plaintiff and Aggrieved
8 Employees to take rest breaks to which they are entitled by law; (3) provide Plaintiff and
9 Aggrieved Employees accurate, itemized wage statements; and (4) timely pay Plaintiff and
10 Aggrieved Employees full wages upon termination or resignation. (the "PAGA Released
11 Claims"). The Judgment entered by the Los Angeles Superior Court shall have *res judicata*
12 effect as to each aggrieved PAGA employee with respect to the PAGA Released Claims.
13 Nothing in this paragraph shall constitute a release by Aggrieved Employees other than
14 Plaintiff, of the non-PAGA class action claims that were dismissed in this action without
15 prejudice.

16 2. Plaintiff's Service Award and General Release: Subject to Court approval and
17 the execution of a general release in favor of the Released Parties, Defendant agrees to pay
18 Plaintiff a Service Award in an amount not to exceed Ten Thousand Dollars (\$10,000), to be
19 paid from the Gross Settlement Fund, in addition to her PAGA settlement payment as an
20 Aggrieved Employee under this Agreement.² If the Court approves a Service Award to
21 Plaintiff that is less than the amount sought, the remainder will be retained in the Net
22 Settlement Amount for distribution to the LWDA and Aggrieved Employees.

23 (1) The Parties intend this payment to constitute a service payment in
24 consideration for Plaintiff's litigation efforts, and the work and time Plaintiff put into this
25 Action as an Aggrieved Employee Representative.

26 a. The Service Award is also provided in consideration for Plaintiff's
27 execution of a full general release. Plaintiff, upon the Effective Date, on her own behalf and

28 ² Defendant also agrees to pay Plaintiff a separate individual settlement payment for the release
of her individual claims, as outlined in the separate individual settlement signed by the parties.

1 on behalf of her heirs, spouses, executors, administrators, attorneys, agents and assigns,
2 forever releases, acquits, and discharges any and all claims against the Released Parties
3 regardless of whether such claims have been alleged against Defendant, including any and all
4 known or unknown claims, assertion of claims, debts, demands, rights, liabilities, causes of
5 action, losses, and grievances whether in law or equity, suits, damages, losses, attorneys'
6 fees, costs, expenses, and damages and liabilities of whatever nature whatsoever, known or
7 unknown, fixed or contingent, suspected or unsuspected. This release shall include but is not
8 limited to any rights or claims under federal, state or local law, including but not limited to
9 claims arising under Title VII of the Civil Rights Act of 1964, as amended, Section 1981 of
10 the Civil Rights Act of 1866, the Fair Labor Standards Act, the Employee Retirement Income
11 Security Act of 1974, as amended, the Civil Rights Act of 1991, the Older Workers Benefit
12 Protection Act, the Americans with Disabilities Act, the National Labor Relations Act, the
13 Family Medical Leave Act, the Workers Adjustment and Retraining Notification Act
14 (WARN), OSHA and Cal-OSHA, the California Fair Employment & Housing Act, the
15 California Labor Code, the California Government Code, the California Family Rights Act,
16 the California Civil Code, the California Business & Professions Code, and any and all
17 common law claims, including claims arising in tort or contract, claims for compensation,
18 benefits or other remuneration or attorneys' fees, costs or disbursements, claims for physical
19 or emotional distress or injuries, claims for discrimination, harassment, retaliation, failure to
20 accommodate, violation of public policy, breach of express or implied contract, breach of an
21 implied covenant of good faith and fair dealing, negligence, fraud, defamation or
22 misrepresentation, and any claims arising under any other duty or obligation of any kind or
description, whether arising in law or equity, which can lawfully be released under federal or
state law. Plaintiff is not waiving, releasing or giving up any claim for workers'
compensation benefits, vested pension or savings plan benefits, or other claims under the
California Labor Code or federal law that may not be waived as a matter of law. Plaintiff
acknowledges, however, that she has no workers' compensation claim pending at the time of
signing this Agreement. Nothing in this Agreement shall be construed to prohibit Plaintiff
from filing a charge or cooperating with any investigation by any federal, state, or local
government agency (including without limitation the United States Department of Labor, the
Equal Employment Opportunity Commission, the Securities and Exchange Commission, the
Department of Justice, and/or the National Labor Relations Board). However, Plaintiff is
waiving her right to recover any money in connection with such an investigation or charge
filed by Plaintiff or by any other individual, or a charge filed by the Equal Employment
Opportunity Commission or any other federal, state or local agency. If Plaintiff is awarded
money damages as described in the previous sentence, Plaintiff will turn over to the
Defendant her right and interest to these money damages.

23 (2) Plaintiff understands and for valuable consideration hereby expressly
24 waives all of the rights and benefits of Section 1542 of the California Civil Code which
25 section provides:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
28 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 (3) Because the Service Award represents a payment to Plaintiff for
5 services to the Aggrieved Employees, and not wages, taxes will not be withheld from the
6 Representative Service Award. No Party has made any representation to Plaintiff regarding
7 the taxability of any Service Award. The Settlement Administrator will report the Service
8 Award on a 1099 form, which it will provide to the Representative and the pertinent taxing
9 authorities, as required by law.

10 F. Miscellaneous.

11 1. The parties agree to fully cooperate with each other to accomplish the
12 terms of this Agreement, including but not limited to executing such documents as may be
13 reasonably necessary to implement the terms of the Settlement.

14 2. The parties agree that the terms and conditions of this Agreement are
15 the result of lengthy, intensive, arm's-length negotiations between the parties and that this
16 Agreement shall not be construed in favor of or against any of the parties by reason of their
17 participation in the drafting of this Agreement.

18 3. This Agreement shall be subject to and governed by the laws of the
19 State of California and subject to the continuing jurisdiction of the Superior Court of
20 California for the County of Los Angeles, which shall have authority to enforce all terms of
21 this Settlement.

22 4. This Agreement may not be changed, altered, or modified, except in
23 writing and signed by counsel for the parties and approved by the Court.

24 5. This Agreement contains the entire agreement between the parties
25 concerning the subject matter hereof and supersedes all prior and contemporaneous
26 agreements and understandings, whether oral or written.

27 6. This Agreement shall be binding upon and inure to the benefit of the
28 parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

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7. This Agreement may be executed in counterparts.

8. Each person signing below warrants that he or she has the authority to enter into this Agreement on behalf of the party or entity for which that person signs.

9. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

IN WITNESS WHEREOF, the parties and their counsel have caused this Agreement to be executed:
[signatures on following page]

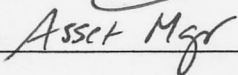
1 Dated: 12/09, 2021

2 
Kaelyn Santos

3
4
5 Dated: Dec 14, 2021

ROOSEVELT HOTEL, LLC

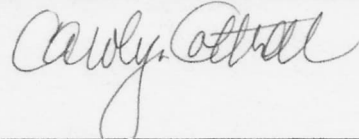
6
7 Signature: 

8 Title: 
Asset Mgr

9
10 APPROVED AS TO FORM:

11
12 Dated: December 13, 2021

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

13
14 
15 Carolyn Hunt Cottrell
16 Caroline N. Cohen
17 Kristabel Sandoval

18 *Attorneys for Plaintiff Kaelyn Santos, on behalf of
the State of California and Aggrieved Employees*

19 Dated: December 15, 2021

FOLGER LEVIN LLP

20
21 

22 Andrew J. Davis
23 Rosha Jones

24 *Attorneys for Defendant Roosevelt Hotel, LLC*

25
26 1129659.1

1 Carolyn H. Cottrell (SBN 166977)
2 Caroline N. Cohen (SBN 278154)
3 Kristabel Sandoval (SBN 323714)
4 SCHNEIDER WALLACE
5 COTTRELL KONECKY LLP
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8 Tel: (415) 421-7100
9 Fax: (415) 421-7105
10 ccottrell@schneiderwallace.com
11 ccohen@schneiderwallace.com
12 ksandoval@schneiderwallace.com

13 *Attorneys for Plaintiff, on behalf of the*
14 *Aggrieved Employees*

15 [additional counsel on next page]

16
17 **SUPERIOR COURT OF CALIFORNIA**
18 **COUNTY OF LOS ANGELES**
19

20 KAELYN SANTOS, on behalf of the Class
21 Members,

22 Plaintiffs,

23 vs.

24 ROOSEVELT HOTEL, LLC, and DOES 1
25 through 100, inclusive,

26 Defendant.
27
28

Case No. 20STCV17150

ASSIGNED FOR ALL PURPOSES TO
THE HON. KENNETH R. FREEMAN

**ADDENDUM A TO SETTLEMENT
AGREEMENT OF REPRESENTATIVE
ACTION UNDER LABOR CODE
PRIVATE ATTORNEYS
GENERAL ACT**

1 Andrew J. Davis (CSB No. 203345)
2 Rosha Jones (CSB No. 279143)
3 FOLGER LEVIN LLP
4 199 Fremont Street, 20th Floor
5 San Francisco, CA 94105
6 Telephone: 415.625.1050
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8 ddavis@folgerlevin.com
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This Addendum A to the Settlement Agreement of Representative Action Under California Private Attorneys General Act is entered into between Plaintiff Kaelyn Santos (“Plaintiff”), on behalf of herself, the State of California, and Aggrieved Employees, and Defendant Roosevelt Hotel, LLC (“Defendant”). Plaintiff and Defendant are collectively referred to as “the parties.”

IN WITNESS WHEREOF, the parties and their counsel have caused this Agreement to be executed:

ADDENDUM A TO SETTLEMENT AGREEMENT OF REPRESENTATIVE ACTION UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT

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Dated: 06 / 06 / 2022, 2022



Kaelyn Santos

Dated: _____, 2022

ROOSEVELT HOTEL, LLC

Signature: _____

Title: _____

APPROVED AS TO FORM:

Dated: June 6, 2022

SCHNEIDER WALLACE
COTTRELL KONECKY LLP



Carolyn Hunt Cottrell
Caroline N. Cohen
Kristabel Sandoval

*Attorneys for Plaintiff Kaelyn Santos, on behalf of
the State of California and Aggrieved Employees*

Dated: _____, 2022

FOLGER LEVIN LLP

Andrew J. Davis
Rosha Jones

Attorneys for Defendant Roosevelt Hotel, LLC

1
2 Dated: _____, 2022

3 _____
4 Kaelyn Santos

5
6 Dated: 6/7, 2022

7 ROOSEVELT HOTEL, LLC

8
9 Signature: _____

10 Title: _____

MANAGING DIRECTOR

11
12 APPROVED AS TO FORM:

13
14 Dated: _____, 2022

15 SCHNEIDER WALLACE
16 COTTRELL KONECKY LLP

17 _____
18 Carolyn Hunt Cottrell
19 Caroline N. Cohen
20 Kristabel Sandoval

21 *Attorneys for Plaintiff Kaelyn Santos, on behalf of*
22 *the State of California and Aggrieved Employees*

23 Dated: June 7, 2022

24 FOLGER LEVIN LLP

25 _____
26 *Andrew J. Davis*

27 Rosha Jones

28 *Attorneys for Defendant Roosevelt Hotel, LLC*