

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Jessica Chavez (the "Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") PAGA Settlement Members, on the one hand, and Defendants Journal Hotels, LLC and JRNL Two Bunch Palms, LLC ("Defendants"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Action" means the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *Jessica Chavez v. Journal Hotels, LLC*, et al., Case No. 20STCV17038, filed on May 1, 2020.
- (b) "Agreement" means this Settlement Agreement.
- (c) "Approval Date" means the date the Court grants approval of this Agreement by signing and entering the Final Order.
- (d) "Complaint" means the operative Complaint, which was filed on or about September 2, 2020 in the Action.
- (e) "Court" means the Superior Court for the State of California, County of Los Angeles.
- (f) "Defendants" means the Defendants in this Action, Journal Hotels, LLC and JRNL Two Bunch Palms, LLC.
- (g) "Defense Counsel" or "Counsel for Defendants" means:

Raines Feldman, LLP
Lauren Katunich
Matthew D. Pate
1800 Avenue of the Stars, 12th Floor
Los Angeles, CA 90067
- (h) "JRNL" means Defendant JRNL Two Bunch Palms, LLC.

- (i) "Journal" means Defendant Journal Hotels, LLC.
- (j) "Effective Date" means the earliest date, following entry by the Court of an order and judgment approving this settlement, upon which one of the following have occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the approval order or judgment; or (ii) final affirmance of the approval order and judgment by an appellate court as a result of any appeal(s) and at such time as all other appeal rights have been exhausted as to the approval order and judgment, or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the approval order and judgment is no longer subject to further judicial review. Should any appeal not result in approval of the Parties' Settlement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of August 31, 2021.
- (k) "Final Order" means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (l) "Gross Settlement Amount" means the total gross settlement amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) to be paid by JRNL, as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.
- (m) "LWDA" means the State of California Labor and Workforce Development Agency.
- (n) "Named Plaintiff" or "Plaintiff" mean Jessica Chavez.
- (o) "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- (p) "PAGA Period" means the time period from July 1, 2019 through August 31, 2021.
- (q) "PAGA Settlement Members" means all current and former non-exempt employees of JRNL who worked at any time during the PAGA Period for JRNL in the State of California.
- (r) "PAGA Settlement Member Payment" means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (s) "Plaintiff's Counsel" and "Counsel for Plaintiff" mean:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly

9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

- (t) **"Plaintiff's Settlement Payment"** means the Ten Thousand Dollars and Zero Cents (\$10,000.00) JRNL has agreed to pay Plaintiff Jessica Chavez in exchange for a general release of all claims as described below in Section IV of this Agreement. The Settlement Payment to Plaintiff will be deducted from the Gross Settlement Amount.
- (u) **"Released Claims"** means wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising under PAGA for civil penalties during the PAGA Covered Period, that were asserted or could have been asserted in the Action against Defendants based on the facts alleged or ascertained during the pendency of the Action, under state laws, including penalties, interest, attorneys' fees, litigation costs, or other relief based on the alleged Labor Code violations as they pertain to relief under PAGA, including, without limitations, the following categories: (a) any and all claims under PAGA involving any alleged failure to pay overtime wages; (b) any and all claims under PAGA that arise from, under, or are derivative of state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, missed, late, short or interrupted meal and/or rest periods, including premiums, or to pay such premiums as required by Labor Code section 226.7; (c) any and all claims under PAGA involving any alleged failure to keep accurate records or to issue proper wage statements to employees; (d) any and all claims under PAGA involving any alleged failure to timely pay wages, including but not limited to any claim under PAGA involving allegations that Defendants violated Labor Code sections 201, 202, or 204, and any claim under PAGA for failure to pay waiting time penalties under Labor Code section 203; and (e) any and all other penalties that could have been included in the Action pursuant to the Private Attorneys General Act ("PAGA") of 2004 arising out of any or all of the aforementioned claims. The Released Claims include all such claims under PAGA arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1198, and 2698 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; and any other common law or statutory basis for recovery of penalties under PAGA.
- (v) **"Released Parties"** means Defendants and any of their past, present, and future agents, employees, officers, directors, owners, partners, trustees, shareholders, attorneys, parents, subsidiaries, related corporations, divisions, joint venturers, assigns, predecessors, successors, affiliated organizations, and all persons acting by or through or in concert with any of them, and each of them.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. See Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of either party.

To the extent permitted by applicable California law, the Parties waive all appeals from the Court's approval of this Settlement unless the Court materially modifies the Settlement.

Plaintiff will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Gross Settlement Amount Payment Procedures

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), JRNL agrees to pay the Gross Settlement Amount, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. The Gross Settlement Amount shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to one-third of the total Gross Settlement Amount ("Fee Amount") as reasonable attorneys' fees and may request up to \$20,000 in reasonable actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and

costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not.

- (2) **Settlement Administration Fees:** All Settlement Administration expenses shall be paid from the Gross Settlement Amount and shall not exceed Three Thousand Dollars (\$3,000.00) ("Settlement Administration Fees"). The Parties agree to retain Phoenix Settlement Administrators ("Settlement Administrator") to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$3,000, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(4).
- (3) **Plaintiff's Individual Settlement Payment:** JRNL agrees to pay to Plaintiff, in exchange for her full general release of all claims as set forth in Section IV and other promises herein, the amount of Ten Thousand Dollars (\$10,000), which shall be deducted from the Gross Settlement Amount.
- (4) **Payment of PAGA Penalties:** The total sum available for payment of PAGA penalties shall be calculated by deducting the Fee Amount, Actual Costs, Plaintiff's Individual Settlement Payment, and Settlement Administration Fees from the \$225,000.00 Gross Settlement Amount (this will yield the "Net Settlement Amount"). Thereafter, of the remaining Net Settlement Amount, seventy-five percent (75%) shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members.

The PAGA Settlement Member Payment for each PAGA Settlement Member shall be determined based on a formula taking into account the number of each PAGA Settlement Member's "Qualifying Pay Periods." A "Qualifying Pay Period" shall be defined as any pay period in which a PAGA Settlement Member was employed as a non-exempt employee by JRNL in California between July 1, 2019 and August 31, 2021, as determined by Defendants.

The amount paid to each PAGA Settlement Member will be determined as follows: The Net Settlement Amount will be reduced by the LWDA Payment and then divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the relevant time period (July 1, 2019 up through and including August 31, 2021) ("Qualifying Pay Period Amount"). Each PAGA Settlement Member will then be paid an amount equal to the Qualifying Pay Period Amount multiplied by that PAGA Settlement Member's total number of Qualifying Pay Periods.

(b) Funding and Distribution Process

Within the later of 30 calendar days after the Court enters Final Order or January 30, 2022, Defendants shall transmit to the Settlement Administrator the Gross Settlement Amount to be held by the Settlement Administrator in a low-risk interest bearing account until distribution following the Effective Date.

Defendant warrants that on October 27, 2021, as supplemented with a small amount of clarifying data on November 2, 2021, it provided the Settlement Administrator with a PAGA Employee List which stated each PAGA Settlement Members' (1) full name, (2) last known address, (3) social security number, (4) dates of employment, and (5) the numbers of pay periods he or she worked. This information was provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

Within thirty (30) calendar days after the Effective Date, and after receiving the Gross Settlement Amount in full, the Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment, substantially in the form attached hereto as Exhibit A, explaining the reason for the payment, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each applicable PAGA Settlement Member.

Within thirty (30) calendar days after the Effective Date, and after receiving the Gross Settlement Amount in full and the PAGA Employee List, the Settlement Administrator shall send a check to the LWDA as and for the LWDA Payment, in the amount calculated pursuant to the terms of this Agreement.

Within thirty (30) calendar days after the Effective Date, and after receiving the Gross Settlement Amount in full and the PAGA Employee List, the Settlement Administrator will disburse from the Gross Settlement Amount an amount sufficient to pay the Attorneys' Fees and Costs described in II(C)(a) (or as otherwise modified by the Court), in the form of: (1) a check or wire for the Fee Amount made payable to "Aegis Law Firm, PC" delivered to Plaintiff's Counsel; and (2) a check for the Plaintiff's Settlement Payment to Plaintiff, made payable in her name, delivered to Plaintiff's Counsel.

(c) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal of all of Plaintiff's claims with prejudice in their entirety) provided in this Agreement or to fully and finally settle and resolve the Released Claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(d) Tax Indemnity

The Settlement Payment to Plaintiff constitutes payment for non-wages, shall be reported on IRS Form 1099, and shall not be subject to local, state or federal tax withholdings by Defendants. The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Settlement Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement. Plaintiff and Plaintiff's Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any PAGA Settlement Member should any taxing authority challenge the allocation of the Settlement Payments and/or PAGA Settlement Member Payments.

III. LIMITATIONS ON USE OF THIS SETTLEMENT**A. No Admission**

Defendants dispute that Plaintiff or any PAGA Settlement Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Gross Settlement Amount and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved

any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiff and Defendants.

IV. RELEASE AND WAIVER OF CLAIMS

A. Release by Plaintiff and Defendants

Plaintiff and Defendants agree to settle, release, and waive any and all claims Plaintiff has or may have against Defendants, and each of Defendants' past, present, and future officers, employees, attorneys, agents, assigns, insurers, representatives, counsel, benefit plan administrators, other administrators, successors, parent companies, subsidiaries, shareholders, and/or directors, and Defendants agree to settle, release, and waive any and all claims Defendants have or may have against Plaintiff, and each of her past, present, and future attorneys, agents, assigns, insurers, representatives, counsel, or successors. The claims released by Plaintiff include any and all claims, disputes, and controversies that Plaintiff may release as a matter of law, including all tort, statutory, contract, and other claims of any kind or sort, whether arising from local, state, or federal law or regulation or the common law thereof, unless such claims cannot lawfully be released by way this Agreement. Plaintiff's release of claims herein is intended and understood to be as broad as possible under applicable law.

Plaintiff acknowledges the existence of and, with respect to the release given in the Section herein, expressly waives and relinquishes any and all rights and benefits Plaintiff has or may have under California Civil Code, Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR 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.

Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those which each she or her attorneys now know or believe to be true with respect to the matters released in the Section herein, and agrees that the release so given herein shall be and remain in effect as a full and complete release of all claims, whether known or unknown, notwithstanding any such different or additional facts.

B. Claims Released By The LWDA, Plaintiff, and All PAGA Settlement Members

Upon payment of the Gross Settlement Amount, the LWDA, Plaintiff, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Period.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear her/their own attorneys' fees and costs related to this Action except as specifically provided above with respect to the Fee Amount.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff individually and expressly warrants that she has not transferred to any person or entity, any right or cause of action, or claim

released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties. Nothing in this Agreement is intended to supersede, modify, or otherwise nullify the arbitration agreement between Plaintiff and JRNL; provided, however, that nothing in this Agreement shall be interpreted to have caused Plaintiff or Defendants to have waived any argument for or against enforcement of said arbitration agreement in any future dispute between the Parties.

G. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply with the terms of this Agreement.

H. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

I. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

K. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

L. Fair Settlement

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors of which they are aware after a diligent inquiry, both current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

M. 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 and shall not be considered in interpreting this Agreement.

N. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent allowed to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

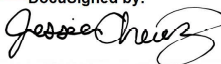
O. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 01/26, 2022

DocuSigned by:


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JESSICA CHAVEZ, Plaintiff and PAGA
Representative

Dated: 1/21/22, 2022

Defendant JRNL TWO BUNCH PALMS, LLC

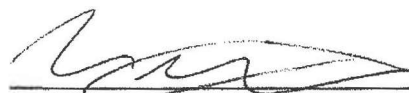


By:

Its:

Dated: January 21, 2022

Defendant JOURNAL HOTELS, LLC



By: Waden Constance
Its: VP - Finance

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: January 28, 2022

AEGIS LAW FIRM, PC

By 

SAMUEL WONG
JESSICA L. CAMPBELL
KRISTY R. CONNOLLY
Attorneys for Plaintiff

Dated: January 26, 2022

RAINES FELDMAN LLP

By 

LAUREN KATUNICH
MATTHEW GARRETT-PATE
Attorneys for Defendants

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Jessica Chavez v. Journal Hotels, LLC, et al.*
Notice of PAGA Settlement, Settlement Payment, and Release of Claims

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jessica Chavez v. Journal Hotels, LLC, et al.*, in Los Angeles County Superior Court, Case No. 20STCV17038 (the “Action”).

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the Action filed by Plaintiff Jessica Chavez (“Plaintiff”), on behalf of herself, the State of California, and all other allegedly aggrieved employees. That case was filed against Journal Hotels, LLC and JRNL Two Bunch Palms, LLC (“Defendants”) (Plaintiff and Defendants collectively, the “Parties”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”).

You are receiving this notice because you have been identified as a current or former non-exempt employee of JRNL Two Bunch Palms, LLC who worked at any time from July 1 2019 through August 31, 2021.

In the Action, Plaintiff alleged that Defendants violated certain California Labor Code statutes. Plaintiff was solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under PAGA. Defendants deny they violated the Labor Code and that any penalties are due. Defendants maintain they complied with the Labor Code at all times. However, to avoid the substantial cost and burden of continued litigation, the Parties agreed to resolve the case through settlement (the “Settlement”). As part of the Settlement, Defendants agreed to pay a certain amount of money that is treated in the same manner as PAGA penalties for purposes of distribution between Plaintiff, employees, and the LWDA. The settlement of the Action is not an admission by Defendants of any wrongdoing nor an admission of liability. Under the PAGA statute, the settlement amount, after subtracting Plaintiff’s attorney’s fees and certain other costs, is divided between the State and the allegedly aggrieved employees.

The enclosed check represents your portion of the settlement amount allocated to allegedly aggrieved employees.

II. RELEASE OF CLAIMS

The Court has approved the Parties' Settlement. By operation of the Settlement's terms, all allegedly aggrieved employees will release the Released Parties from any and all PAGA claims that were and/or could have been asserted based on the facts alleged in the Plaintiff's operative complaint ("Released Claims"). The "Released Parties" include Defendants Journal Hotels, LLC and JRNL Two Bunch Palms, LLC and any of their past, present, and future agents, employees, officers, directors, owners, partners, trustees, shareholders, attorneys, parents, subsidiaries, related corporations, divisions, joint venturers, assigns, predecessors, successors, affiliated organizations, and all persons acting by or through or in concert with any of them, and each of them.

Upon entry of an order by the Court approving the Settlement, any employee covered by the Settlement will be barred from proceeding with any claims released by the Settlement.

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or you can contact either of the Parties' counsel listed below:

Samuel Wong Kashif Haque Jessica Campbell Kristy R. Connolly AEGIS LAW FIRM, PC (949) 379-6250 kconnolly@aegislawfirm.com Counsel for Plaintiff	Lauren Katunich Matthew Pate RAINES FELDMAN LLP 1800 Avenue of the Stars, 12FL Los Angeles, CA 90067 310-440-4100 mpate@raineslaw.com Counsel for Defendants
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Very Truly Yours,

[administrator]