James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Anthony Draper, Esq. SBN 344391
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, TEODORO S. FRANCISCO
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TEODORO S. FRANCISCO on behalf of himself and all others similarly situated Plaintiff, vs. CURIO MANAGEMENT LLC a Delaware limited liability company, HILTON MANAGEMENT LLC a Delaware limited liability company, HILTON DOMESTIC OPERATING COMPANY, INC. and DOES 1 through 50, inclusive, Defendants.	Case No. 20CV365920 ASSIGNED FOR ALL PURPOSES TO: JUDGE: Hon. Charles F. Adams DEPT: 7 **DECLARATION OF ANTHONY L. DRAPER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

DECLARATION OF ANTHONY L. DRAPER

I, Anthony L. Draper, declare as follows:

1. I am an individual over the age of 18. I am an associate at the law firm of James Hawkins APLC. I am one of the attorneys of record for plaintiff Teodoro S. Francisco (hereinafter referred to as "Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement which Plaintiff filed concurrently herewith, along with the supporting memorandum of points and authorities. I have

personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. On April 1, 2020, Plaintiff filed a wage and hour class action in Santa Clara County Superior Court on behalf of himself and all current and former non-exempt employees employed by Defendants in the State of California to work in the Juniper Hotel Cupertino, Curio Collection by Hilton, based on allegations that Defendants: (1) failed to pay all lawful wages owed including minimum wage and/or overtime; (2) failed to provide statutorily compliant meal periods and/or to pay one (1) hour of compensation at the employees regular rate of pay for each workday that a compliant meal period was not properly provided; (3) failed to timely pay all wages owed at the termination of employment; (4) failed to provide accurate itemized wage statements; and (6) UCL violations.

3. On April 1, 2020, Plaintiff also gave notice to Defendants and the Labor Workforce Development Agency ("LWDA") of his intention to file a PAGA complaint based on the above violations.

4. On June 5, 2020 Plaintiff filed a First Amended Complaint (”FAC") adding a cause of action for PAGA violations. The FAC is the Operative Complaint in the Action.

5. Throughout this litigation, Defendants have denied Plaintiff's allegations and raised appropriate defenses, both individually and on a class wide basis. Defendants maintain that their policies and/or practices are consistent with the requirements of the California Labor Code, and all applicable Wage Orders.

6. To date, no class has been certified and the Court has not made any findings that Defendants engaged in any wrongdoing or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

7. Through informal discovery, Plaintiff and Defendants have exchanged extensive documents and information related to the claims asserted. Defendants have produced thousands of pages of information, including timecard records and wage reports of putative Class Members. Defendants also provided Plaintiff with class data and random samples of time records, wage

statements, and information regarding the number of non-exempt employees during the relevant time-period.

8. On April 15, 2022, Plaintiff and Defendants participated in mediation before Kelley Knight, a respected mediator for wage and hour class actions. The Parties were unable to reach a settlement at the conclusion of the mediation.

9. Subsequently, on November 16, 2023, after engaging in numerous discussions and exchange of information regarding the claims alleged, the Parties participated in a second full-day mediation with Lisa Klerman, another respected mediator for wage and hour class actions. With the assistance of Ms. Klerman, the parties were able to reach a settlement.

10. Thereafter, the Parties exchanged multiple drafts of the Memorandum of Understanding ("MOU"). After execution the MOU, the Parties exchanged numerous drafts of the long form settlement agreement and engaged in numerous communications regarding the settlement terms.

11. The final terms and provisions of the settlement agreement were approved and executed by all the parties on or about January 27, 2025. (A true and correct copy of the Joint Stipulation of Class and Representative Action Settlement and Release - "Settlement Agreement" is attached hereto as Exhibit 1.)

12. Based on their own respective independent investigations and evaluations and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution in light of certification issues faced due to the *Brinker Rest. Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*") decision, the discovery and investigation conducted to date, Plaintiff and his counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the named Plaintiff and Class Members

13. Plaintiff's counsel analyzed the potential liability in this matter based on documents and information produced by Defendants in formal discovery and in preparation for mediation, expert analysis of timekeeping records and payroll data, and took into account the nature of the claims and Defendants' defenses thereto.

14. The damages model used in calculating potential liability was largely based on the number of class members, the number of workweeks and pay periods, the average rate of pay and a random sample of time records, wage statements and documents produced by Defendants in preparation for mediation. Based on the information provided by Defendants, the estimated number of work weeks is 21,784 and estimated number of shifts is 84,834 during the Class Period. There is an estimated 11,656 pay periods during the PAGA Period. The average hourly rate of pay is approximately $18.88.

15. Plaintiff's counsel estimated the maximum potential liability as follows:

a. <u>Failure to Pay Lawful Wages for All Hours Worked</u>

Plaintiff's claim for failure to pay all lawful wages owed, including minimum wage and overtime, is primarily based on allegations that during the liability period, he and class member worked "off the clock" during their work shifts without compensation. Defendants adamantly dispute the allegations that employees were required to perform any work "off the clock."

Plaintiff's counsel calculated the estimated potential maximum value for this claim at approximately $543,225 based on twenty (20) minutes of "off the clock" work per shift. However, taking into consideration the nature of the claim and Defendants' defenses thereto, including the inability to establish the violation with respect to the majority of the Class Members, this claim was valued at an estimated maximum potential liability between $108,645 (20%) and $27,161.25.

b. <u>Meal Period Claim</u>

The meal break violation claim is also based primarily on Plaintiff's allegations that due to the requirements in the performance of their job duties, time constraints and Defendants' policies and practices, Plaintiff and Class Members were frequently not provided a timely, uninterrupted thirty (30) minute meal breaks during their shifts as required by law. Plaintiff also contends that, in the shifts in which he and Class Members were scheduled to work over 5 hours up to six hours, they were not provided a 30 minute meal period nor did he sign a meal break waiver.

Defendants adamantly deny Plaintiff's meal break allegations in their entirety and maintains that Plaintiff and Class Members were provided with the opportunity to take full, timely and uninterrupted meal periods as per its policies and the law. Defendants dispute the propriety of certification on this claim as well, under the holding in *Brinker* and other state and federal decisions.

Based upon Plaintiff's review of the documents and information provided in anticipation of mediation and the analysis provided by the expert, the estimated maximum potential of the meal break claim was $638,231. However, taking into consideration the nature of the claim, Defendants' defenses and issues faced due to *Brinker,* for purposes of settlement, the meal break was valued at an estimated maximum potential liability between $319,115.50 (50%) and $191,469.30 (30%)

c. Failure to Timely Pay Wages

This claim is derivative of the other claims asserted. Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (i.e., three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as a waiting time penalty for not being paid all wages upon the separation of employment. Plaintiff alleges that penalties are owed under Labor Code section 203 due to, at a minimum, Defendants' failure to pay wages for all hours worked and failure to pay premium wages. With respect to Lab. Code §203 claim, there were an estimated total of 166 former Class Members to whom this claim applied. The estimated maximum potential liability was determined to be $658,157 using the formula (30 x $18.88 x average 7 hours worked per day x 166).

Defendants once again defend that no unpaid wages are owed as Defendants did not fail to pay the correct wages. Defendants further contend that its actions were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be awarded. For purposes of settlement negotiations, said claim was valued between $197,447 (30%) and $98,723.55. (15%)

d. Failure to Provide Accurate Itemized Wage Statements

Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing and intentional failure by an employer" to provide accurate wage statements is entitled to $50 for the initial violation and $100 for each subsequent violation up to $4,000. This claim is derivative of the alleged unpaid wages claims asserted. Defendants deny that they provided inaccurate wage statements. Defendants also state that because they believe no wages are unpaid, there can be no derivative penalties. Further, Defendants argue that, if any wage statements were in fact inaccurate, they did not "knowingly and intentionally" fail to provide accurate statements and that Plaintiff and the class did not suffer any "injury" from such inaccurate wage statements.

Per information provided by Defendants, Plaintiff believes there were approximately 163 Class Members working during the relevant time period for this claim. Thus, if a calculation is performed using the maximum exposure permitted per Class Member under Labor Code section 226, this amounts to a maximum exposure for Defendants of $652,000 based on 163 Class Members x $4,000. For purposes of settlement negotiations, said claim was valued between an estimated maximum of $195,600(30%) and $130,400 (20%).

e. Bus. & Prof. Code § 17200 Claim

The only remedies available under the unfair competition law ("UCL") Business and Professions Code Section 17200 *et seq.* are restitution and injunction, as opposed to damages *Clark v. Superior Court*, (2010) 50 Cal. 4th605, 610. The UCL provides that "[t]he court may make such orders or judgments ... as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition." (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes "earned wages." *Cortez v. Purolator Air Filtration Prods. Co*., (2000) 23 Cal. 4th 163, 177-78. Restitution under the UCL is not available for all violations of the Labor Code. (*See Pineda v. Bank of Am., N.A.* (2010) 50 Cal. 4th 1389, 1401-02.) In *Pineda*, the California Supreme Court held Labor Code section 203 is "not designed to compensate employees for work performed [but] it is intended to encourage employers to pay final wages on time, and to punish employers who fail to do so." (*Id.*) Like Labor Code section 203, section 226 for wage statement violations is also intended to "punish" the employer and is not an action brought to recover wages. (*See Gomez v. Jacobo Farm Labor Contractor, Inc.* (2019) 334 F.R.D. 234, 267-268.)

Here, Plaintiff's UCL claim is solely premised on the failure to pay lawful wages and premium wages claims discussed above. Plaintiffs' Counsel assigned a zero-dollar value to the UCL claim because it does not provide any additional value in this Action other than to increase the statute of limitations to four years for the underlying claims. Those claims are valued and analyzed above based on the four-year statute of limitations provided by the UCL. However, the UCL claim in and of itself does not provide any additional damages. Therefore, there is no additional or separate monetary value that this statute provides based on the facts of this Action.)

f. <u>Lab. Code § 2699 *et seq.* (PAGA Claim)</u>

Plaintiff's claims under PAGA are primarily predicated on or derivative of the other claims asserted. The estimated maximum PAGA penalty was calculated as $1,165,600. This figure attributes a $100 penalty to each of the estimated 11,656 pay periods in scope during the PAGA period. The figure also assumes that there is a 100% violation rate during the PAGA period, such that every single pay period in question involved at least one Labor Code violation, despite disputes regarding Defendants' liability. However, PAGA claims under the facts and circumstance of this case may result in no award or at best a very minimal award by the trial court. See specifically §2699(e)(2) which states in its pertinent part: "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. *See Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5 7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40 43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice*, Inc., 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.") Here, Plaintiff would need to prove that each Alleged Aggrieved Employee suffered all violations for each pay period the alleged employee worked. As discussed herein, the nature of the PAGA based claims (i.e., failure to pay all wages owed, meal period, wage statements, failure to timely pay wages) and Defendants' asserted defenses thereto present a strong risk that some or all of the PAGA penalties sought may not be awarded.

Defendants deny that a violation for each pay period can be established. Defendants state that because the PAGA Action heavily relies on the same allegations made in the Class Action, they are subject to the same defenses, and, thus, for the same reason Defendants believe there will be no damages collectible in the class action, no PAGA penalties would be awarded, either. Defendants also assert that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Given the nature of these claims, as analyzed above and Defendants' defenses thereto, Plaintiff's Counsel believes it to be likely that if there were any award, it could be reduced considerably. Therefore, the amount of $25,000 (which has been reserved for the PAGA claim) is both fair and reasonable.

16. Through his counsel, Plaintiff took into consideration the significant risks that class certification could be denied on the central claim, or that a merits decision on the central claim would not favor the Class. Plaintiff has considered the expense and length of continued proceedings necessary to continue the Action against Defendants through trial and any possible appeals. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants' defenses thereto, and the difficulties in establishing Plaintiff's damages.

17. The proposed Settlement requires Defendants to pay each Class Member who does not opt out a portion of the Settlement Amount as specifically set forth in the Settlement Agreement. The amount to be paid to the Class Members is undoubtedly fair, adequate and

reasonable especially in light of the significant risk to Plaintiff and Class Members in continuing with the litigation and not prevailing on class certification or at trial.

18. The Settlement Agreement provides for an award to be paid to the Class Representative. The primary purpose is to provide Plaintiff an enhancement payment, taking into consideration the risks, time, effort and expenses incurred by his coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all Class Members. Plaintiff actively participated in this litigation by providing significant supporting documents and information and assisting counsel in developing information necessary to litigate and settle this case which has resulted in a favorable settlement for the putative Class Members. Thus, the payment to the Class Representative of $10,000 represents a small portion of the aggregate settlement amount and should be awarded.

19. James Hawkins APLC has a great deal of experience in wage and hour class action litigation. The law firm and its lawyers have obtained certification of multiple classes, have been approved as class counsel in many other wage/hour class actions, and currently litigating numerous others. Although not an all inclusive list, over the years the law firm has prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-01754.
- ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- ***Ortiz v. Kmart,*** USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- ***Morgan v. Aramark Campus, LLC,*** USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County Superior Court, Case No. BC393709.

- ***Gonzalez v. Superior Industries International, Inc.*, et al.,** Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc.,* et al.,** Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez*, et al.,** Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al*,** Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.*,** Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*,** Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.,*** USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.,*** USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.*,** Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.*,** Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.,*** Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.*,** Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.*,** Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc.,* et al.,** San Francisco Superior Court, Case No. CGC-07-461612.

- ***Willems v. Diedrich Coffee, Inc., et al.,*** Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.,*** Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.,*** Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- ***Placencia v. Amcor Packaging Distribution, Inc.,*** Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- ***Reyes v. Bristol Fiberlite,*** Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank,* USDC Central Dist.,** Case No. CV14-1967-CAS(MAN)
- ***Williams v. Il Fornaio America Corp.,*** Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc,*** USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx);*
- ***Smith v. Space Exploration Technologies Corp.,*** Los Angeles Superior Court,

Case No. *BC55429;*

- ***Cano v. Financial Statement Services, Inc.,*** Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.,*** Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc.*, **United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.,*** Santa Clara Superior Court Case No. 21CV384527;
- ***Gonzalez v. Quality Aluminum Forge, LLC,*** Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.,*** United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.,*** San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.,*** Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance*,** Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC,*** San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.*,** San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center,*** San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC,*** Los Angeles County Superior Court Case No. 20STCV18190;
- ***Cervantez v. Genuine Parts Company,*** Los Angeles County Superior Court Case No. 22STCV00981;

- ***Robles v. Jetro Holdings, LLC,*** San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.,*** Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.,*** Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.,*** Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.,*** Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC,*** Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California,*** Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC,*** United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.,*** United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC,*** Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.,*** Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.,*** San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.,*** Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.,*** Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;

- ***Montgomery v. Copart, Inc.,*** Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.,*** Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.,*** Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.,*** Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.,*** Los Angeles County Superior Court Case No. 19STCV33514
- ***Hightower v. Levy Premium, et al.,*** Santa Clara County Superior Court Case No. 19CV359262;
- ***Marquez v. Maxim Crane Works, L.P.,*** **et al,** Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.,*** Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC,*** San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.,*** Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC,*** Alameda County Case No. 22CV014140;

- ***Ventura v. Conduent Commercial Solutions, LLC,*** Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.,*** Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.*****,** Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.,*** San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.,*** Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.*****,** Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC,*** Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.,*** Orange County Superior Court Case No. 30-2015-00783269.
- ***Bendorf, et al. v. Sea World LLC,*** *et al.,* San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- ***DeMartini, et al. v. Safelite Fulfillment, Inc.,*** Marin County Case No. CIV20002076;
- ***Ayala, et al., v. Macy's West Stores, Inc.,*** Los Angeles County Case No. 20STCV34182;
- ***Wallen, et al. v. United Rentals (North America), Inc., et al.,*** Stanislaus County Case No. CV-22-000399;
- ***Granados v. Hyatt Corporation,*** United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;

- ***Vigil v. Hyatt Corporation,*** United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- ***Garcia v. U.S. Best Ingredients, Inc.,*** Los Angeles Superior Court Case No. 21TRCV00813.

20. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APCL. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action cases.

21. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment-related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 50 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions.

22. I have been a member of the California Bar since July 2022 and was provisionally licensed prior to that time. I have specialized in complex wage and hour litigation since October 2021. I have been, and currently am, co-counsel in over 40 complex wage and hour cases and have successfully litigated wage and hour class and PAGA actions for our firm.

23. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Notice of Class and Representative PAGA Action Settlement ("Class Notice.") As per the Settlement Agreement, the Class Notice will be translated into Spanish by the Settlement Administrator.

24. On July 1, 2025, Plaintiff submitted the Settlement Agreement, concurrently with the filing of this motion, to the LWDA.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 1, 2025, at Irvine, California.

Anthony Draper

EXHIBIT 1

Shannon B. Nakabayashi (State Bar No. 215469)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
E-mail: Shannon.Nakabayashi@jacksonlewis.com

Isabella L. Shin (State Bar No. 294937)
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95113
Telephone: (408) 579-0404
Facsimile: (408) 454-0290
E-mail: Isabella.Shin@jacksonlewis.com

Attorneys for Defendants
CURIO MANAGEMENT LLC, HILTON MANAGEMENT LLC, HILTON DOMESTIC OPERATING COMPANY, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

TEODORO S. FRANCISCO on behalf of himself and all others similarly situated, Plaintiff, vs. CURIO MANAGEMENT LLC a Delaware limited liability company, HILTON MANAGEMENT LLC a Delaware limited liability company, HILTON DOMESTIC OPERATING COMPANY, INC. and DOES 1 through 50, inclusive, Defendants.	Case No. 20CV365920 Complex Designation *Assigned for all purposes to Hon. Judge Sunil R. Kulkarni, Dept.1* **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** Dept.: 1 Judge: Hon. Judge Sunil R. Kulkarni Complaint Filed: 04/01/2020 FAC Filed: 06/05/2020 Trial Date: None Set

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and Representative Action Settlement and Release ("Settlement Agreement" or "Settlement") is made and entered into between (1) Plaintiff Teodoro S. Francisco ("Plaintiff" or "Class Representative"), as an individual and on behalf of all others similarly situated, the State of California, and all allegedly aggrieved employees, by and through his counsel of record, James Hawkins, APLC ("Plaintiff's Counsel" or "Class Counsel"); and (2) Defendants Curio Management LLC, Hilton Management LLC, and Hilton Domestic Operating Company, Inc. (collectively "Defendants"), by and through their counsel of record, Jackson Lewis P.C. ("Defense Counsel"). Plaintiff and Defendants shall be referred to collectively herein as "the Parties."

This Settlement shall cover and be binding upon (1) Plaintiff, all Participating Class Members (as defined below), the State of California (including but not limited to the California Labor Workforce Development Agency ("LWDA")), and all allegedly aggrieved employees, all of whom Plaintiff purports to represent in this action; and (2) Defendants and their respective present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, partners, officers, directors, employees, agents, attorneys, successors and assigns, and any individual or entity which could be liable for any of the Released Claims (as defined below), subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On April 1, 2020, Plaintiff submitted written notice of various alleged California Labor Code violations to the LWDA pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2699, *et seq.* Specifically, Plaintiff alleged violations of the following Labor Code sections: 200, 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1197 and 1198. Plaintiff represents that the LWDA elected not to investigate Plaintiff's claims within the relevant statutorily provided period.

2. On April 1, 2020, Plaintiff initiated this putative class action by filing a Class Action

Complaint in Santa Clara County Superior Court, Case No. 20CV365920, on behalf of himself and all current and former non-exempt employees employed by Defendants to work in the Juniper Hotel Cupertino, Curio Collection by Hilton and other Curio Collection Hotels by Hilton in the State of California and who occupied non-exempt hotel service related positions including but not limited to room service, bellman, housekeeper, bartender, restaurant and similar positions, alleging the following causes of action: (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal periods; (3) failure to pay all wages timely upon termination; (4) failure to provide accurate itemized wage statements; and (5) violation of California Business and Professions Code section 17200, *et seq.*

3. On June 5, 2020, Plaintiff filed a First Amended Class Action Complaint in the Action (as defined below), adding a single a claim for civil penalties pursuant to PAGA based on the alleged violations of the following Labor Code sections: 200, 201, 202, 203, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1197 and 1198.

4. On April 15, 2022, Plaintiff and Defendants participated in mediation before Kelley Knight, a respected mediator for wage and hour class actions. The Parties were unable to reach a settlement at that time.

5. On November 16, 2023, the Parties participated in a second mediation before Lisa Klerman (the "Mediator"), another respected mediator for wage and hour class actions, and through the Mediator's efforts were able to reach a settlement in principle, subject to the Court's approval. The settlement discussions were conducted at arm's-length, and the settlement is the result of an informed and detailed analysis of Defendants' potential liability of total exposure in relation to the costs and risks associated with continued litigation. Further, the Parties conducted informal discovery, including the exchange of relevant class payroll and timekeeping data and the production of all relevant policies and documents. Based on the documents and information produced, as well as Plaintiff's Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the putative class members in light of the facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

6. Defendants deny all material allegations set forth in the PAGA Notice (as defined below) and the Action and has asserted numerous affirmative defenses and other defenses to each and every claim. Nevertheless, in the interest of avoiding the cost and expense of further litigation, Defendants desire to fully and finally settle all actual or potential claims by the putative class members.

7. The Settlement is made and entered into by the Parties for the purpose of resolving all claims asserted in the PAGA Notice and the Action, as well as all claims that could have been asserted in the Action based on the facts alleged in the PAGA Notice and operative Complaint in the Action. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

8. This Settlement Agreement is intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

8.1 **"Action"** means the action entitled *Teodoro S. Francisco v. Curio Management LLC, Hilton Management LLC, and Hilton Domestic Operating Company, Inc.*, Santa Clara County Superior Court, Case No. 20CV365920.

8.2 **"Attorneys' Fees and Costs"** means the attorneys' fees and costs agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of this Action, including, but not limited to, attorneys' fees and costs associated with documenting the Settlement, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request, and Defendants will not oppose, attorneys' fees of up to 35% of the Maximum Settlement Amount (*i.e.*, up to Two Hundred Eleven Thousand Seven Hundred and Fifty Dollars and Zero Cents ($211,750.00). Attorneys' Fees and Costs also includes the additional reimbursement of any reasonable costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's cost application up to the above amounts specified herein. Any portion of the requested attorneys' fees and costs not awarded to Class Counsel by the Court shall be added to the Net Class Settlement Amount for the benefit of Participating Class Members.

8.3 **"Class"** or **"Settlement Class"** means all current and former non-exempt employees employed by Defendants in the State of California to work in the Juniper Hotel Cupertino, Curio Collection by Hilton during the Class Period.

8.4 **"Class Counsel"** means James R. Hawkins, Isandra Y. Fernandez, Anthony L. Draper of James Hawkins, APLC, who will seek to be appointed counsel for the Settlement Class.

8.5 **"Class Data"** means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. Class Data will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's (a) full name; (b) Social Security Number; (c) most recent mailing address; and (d) dates of employment.

8.6 **"Class Member"** means any member of the Class.

8.7 **"Class Notice"** means the form of direct-mail notice to the Class, substantially in the form attached hereto as "Exhibit A," as may be modified by the Court. The Class Notice shall include: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of workweeks and pay periods each respective Class Member worked for Defendants during the Class Period and the PAGA Period (as defined below); (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates that comprise the Class Period and the PAGA Period; (g) information regarding disputing pay periods, objections, or requests for exclusion from the Settlement (to the extent permitted by this Settlement Agreement); (h) the deadlines by which Class Members must fax or postmark disputes of pay periods, objections, or requests for exclusion from the Settlement (to the extent permitted by this Settlement Agreement); (i) the claims to be released through this Settlement; and (j) the date for the Final Approval Hearing. The Class Notice shall be mutually agreed-upon by the Parties and presented to the Court for approval.

8.8 **"Class Period"** means the period from April 1, 2016 through July 31, 2024 (all dates are inclusive).

8.9 **"Class Representative"** means Plaintiff Teodoro S. Francisco, who will seek to be appointed as the representative for the Class.

8.10 **"Court"** means the Santa Clara County Superior Court.

8.11 **"Defendants"** means Defendants Curio Management LLC, Hilton Management LLC, and Hilton Domestic Operating Company, Inc.

8.12 **"Effective Date"** means the date when all of the following events have occurred: (1) the Settlement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been sent to Class Members, providing them with an opportunity to object to or opt-out of the terms of this Settlement (to the extent permitted by this Settlement Agreement); (4) the Court has held a formal fairness hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement; and (5) sixty-five (65) calendar days have passed since the Court has entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement or, if any appeal, writ, post judgment challenge, or other appellate proceeding opposing the Court's final Order approving the Settlement has been filed, five (5) business days after any appeal, writ, post judgment challenge, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

8.13 **"Enhancement Payment"** means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of the Class, the State of California, and the PAGA Members, and his agreement to a full general release of all claims, including a waiver of California Civil Code section 1542 as set forth herein. The Parties agree that Plaintiff will be paid Ten Thousand Dollars and Zero Cents ($10,000.00) from the Maximum Settlement Amount as the Enhancement Payment within 30 days of the Effective Date, subject to the Court granting final approval of this Settlement and subject to the exhaustion of any and all appeals. Any portion of the Enhancement Payment not awarded to Plaintiff by the Court shall be added to the Net Class Settlement Amount for the benefit of Participating Class Members.

8.14 **"Final Approval Hearing"** means the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval, and, if the Settlement is so approved, whether a judgment should be entered thereon, whether the Class Representative's application for the Enhancement Payment should be granted, whether the Settlement Administrator's costs are reasonable and should be granted, and whether an application by Class Counsel for an award of reasonable Attorneys' Fees and Costs should be granted.

8.15 **"Final Approval Order"** means the final order by the Court approving the Settlement Agreement following the Final Approval Hearing.

8.16 **"Individual Settlement Payment"** means the total amount a Participating Class Member will receive under the terms of this Settlement, consisting of two parts: (1) his or her share of the Net Class Settlement Amount as determined by the formula set forth in this Settlement Agreement; and (2) if the Participating Class Member is a PAGA Member, his or her share of the portion of the PAGA Payment that will be distributed to allegedly Aggrieved Employees as determined by the formula set forth in this Settlement Agreement. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Members (as defined below) are "Aggrieved Employees" as defined pursuant to PAGA.

8.17 **"Judgment"** means the final judgment by the Court approving the Settlement and dismissing the Action with prejudice.

8.18 **"Maximum Settlement Amount"** means the maximum amount that Defendants shall be obligated to pay under this Settlement: Six Hundred and Five Thousand Dollars and Zero Cents ($605,000.00). In no event shall Defendants be required to pay more than the Maximum Settlement Amount, with the exception of Defendants' payment of employer's side payroll taxes as provided herein.

8.19 **"Net Class Settlement Amount"** means the Maximum Settlement Amount, less the amounts awarded by the Court for (1) Class Counsel's Attorneys' Fees and Costs, (2) Settlement Administration Costs, (3) the PAGA Payment, and (4) the Enhancement Payment. The Net Class Settlement Amount is the maximum amount that shall be made available and distributed to the Participating Class Members as part of their Individual Settlement Payments.

8.20 **"PAGA Members"** means the subclass of Class Members employed by Defendants in the State of California to work in the Juniper Hotel Cupertino, Curio Collection by Hilton during the PAGA Period, who constitute the allegedly Aggrieved Employees within the meaning of PAGA in this Action.

8.21 **"PAGA Notice"** means the PAGA letter that Plaintiff submitted to the LWDA on April 1, 2020, in which Plaintiff alleged various Labor Code violations by

Defendants.

8.22 **"PAGA Payment"** means the amount that the Parties have agreed to pay from the Maximum Settlement Amount to the LWDA in connection with PAGA and the resolution of all claims asserted or that could have been asserted under PAGA. The Parties have agreed that Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) of the Maximum Settlement Amount will be allocated to the resolution of claims in this Action arising under PAGA. Further, in accordance with PAGA, 75% of the PAGA Payment (*i.e.*, Eighteen Thousand and Seven Hundred and Fifty Dollars and Zero Cents ($18,750.00)) will be paid to the LWDA and 25% of the PAGA Payment (*i.e.*, Six Thousand Two Hundred and Fifty Dollars and Zero Cents ($6,250.00)) will be distributed to the PAGA Members in accordance with the formula set forth in this Settlement Agreement.

8.23 **"PAGA Period"** means the period from April 1, 2019 through July 31, 2024.

8.24 **"Participating Class Members"** means the Class Members who do not timely request to be excluded from the Settlement (to the extent permitted by this Settlement Agreement) pursuant to the terms set forth in the Class Notice and approved by the Court.

8.25 **"Party"** or **"Parties"** means Plaintiff Teodoro S. Francisco and Defendants Curio Management LLC, Hilton Management LLC, and Hilton Domestic Operating Company, Inc., individually or collectively.

8.26 **"Plaintiff"** means Plaintiff Teodoro S. Francisco.

8.27 **"Released Class Claims"** means the claims released by Plaintiff and the Participating Class Members, which include all claims under state, federal, or local law, whether statutory or based in common law, arising out of the claims expressly pleaded in the Action and all other claims that could have been pleaded based on the facts pleaded in the Action including but not limited to failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; failure to provide accurate wage statements; alleged violation of Business and Professions Code Section 17200 based on the alleged Labor Code violations; alleged violation of the IWC Wage Orders based on the claims alleged; any claims for injunctive relief; liquidated damages, penalties, interest, fees, and costs; and all other claims and allegations made or that could have been made in the Action based on the facts and alleged in the Action and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims of any kind outside of the Class Period.

8.28 **"Released Class Claims Period"** means the period from April 1, 2016 through July 31, 2024.

8.29 **"Released PAGA Claims"** means the claims released by Plaintiff, the State of California (including the LWDA), and the PAGA Members, which include all claims for civil penalties, attorneys' fees, and costs arising out of the Labor Code claims and allegations expressly pleaded in the PAGA Notice and the Action, and all other Labor Code claims that could have been asserted based on the facts and allegations pleaded in the PAGA Notice and the Action, including but not limited to: failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; and failure to provide accurate wage statements, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

8.30 **"Released PAGA Claims Period"** means the period from April 1, 2019 through July 31, 2024.

8.31 **"Released Parties"** means Defendants and each of their past, present, and future respective subsidiaries, DBAs, related and affiliated entities, joint ventures, parents, divisions, ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, successors, predecessors in interest, and each of their past and present officers, directors, shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, anyone acting for any of them, and any individual or entity that could be liable for any of the claims released through this Settlement.

8.32 **"Settlement Administrator"** means Simpluris, Inc., an independent third-party that will be engaged by the Parties and paid out of the Maximum Settlement Amount, with the approval of Defendants, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement.

8.33 **"Settlement Agreement" or "Settlement"** means this Joint Stipulation of Class and Representative Action Settlement and Release, including any permitted and executed amendments hereto.

TERMS OF AGREEMENT

9. NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

10. Class Action Certification.

10.1 Solely for purposes of settling the Action, and not for purposes of class action certification should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites for establishing class action certification with respect to the Settlement Class have been met and are met.

10.2 Should this Settlement not be approved by the Court or be terminated, the stipulations above with respect to class action certification shall be null and void and shall not be admissible for any purpose whatsoever.

11. Consideration/Payments to Class Members, Class Counsel, and Plaintiff.

11.1 Maximum Settlement Amount. Defendants shall pay Six Hundred and Five Thousand Dollars and Zero Cents ($605,000.00) in exchange for the resolution of all claims, causes of action, allegations, fees, expenses, and costs for this Action and Settlement, including (1) Class Counsel's Attorneys' Fees and Costs; (2) the Enhancement Payment; (3) Settlement Administration Costs; (4) the PAGA Payment; and (5) the Individual Settlement Payments. In no event shall Defendants be required to pay more than the $605,000.00 Maximum Settlement Amount, with the exception of Defendants' share of employer-side payroll taxes as provided herein.

11.2 Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than thirty-five percent (35%) of the Maximum Settlement Amount (*i.e.*, up to Two Hundred Eleven Thousand Seven Hundred and Fifty Dollars and Zero Cents ($211,750.00)), plus the reimbursement of reasonable costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). All of the above attorneys' fees and costs will be paid from the Maximum Settlement Amount.

11.3 Enhancement Payment. In exchange for a general release of all claims, and in recognition of his effort and work in prosecuting the Action on behalf of the Class Members, the State of California, and the PAGA Members, and negotiating the Settlement, Defendants agrees not to oppose or impede any application or motion for an Enhancement Payment of up to Ten Thousand Dollars and Zero Cents ($10,000) to Plaintiff. The Enhancement Payment, which will be paid from the Maximum Settlement Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff agrees, by executing this Settlement, to a general release of all claims, including a waiver of California Civil Code section 1542. The Settlement Administrator will issue an IRS Form 1099 for the Enhancement Payment to Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to the Class Representative in an amount less than that set forth above, the amount shall be added to the Net Class Settlement Amount for the benefit of the Participating Class Members.

11.4 Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated to be Seven Thousand] Dollars ($7,000.00). These expenses and costs, which will be paid from the Maximum Settlement Amount, will include, inter alia, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Class Notice in both Spanish and English, calculating and distributing the Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations. The Parties acknowledge that Settlement Administration Costs may increase above the current estimate set forth above and that any such additional Settlement Administration Costs will be taken out of the Maximum Settlement Amount. Any portion of the estimated or designated Settlement Administration Costs that are not in fact required to fulfill the total Settlement Administration Costs will become part of the Net Class Settlement Amount for the benefit of the Participating Class Members.

11.5 PAGA Payment. Subject to Court approval, the Parties agree that the PAGA Payments defined in Section 8.22 will be designated for satisfaction of Plaintiff's, the State of California's, and the PAGA Members' claims under PAGA in the Action.

11.6 Individual Settlement Payments. Individual Settlement Payments will be calculated based on the number of work weeks a Class Member worked during the Class Period and number of pay periods a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

(1) The Settlement Administrator will determine the number of work weeks (rounded to the nearest whole or half work week) worked by each Participating Class Member during the Class Period, the amount from the Net Class Settlement Amount to be paid per work week, the number of pay periods (rounded to the nearest whole or half pay period) worked by each PAGA Member during the PAGA Period, the amount from the PAGA Payment to be paid per pay period, and the Individual Settlement Payments to be distributed to each Class Member.

(2) Defendants' work week and pay period data will be presumed to be correct, unless a Class Member proves otherwise to the Settlement Administrator by credible evidence. All work week and pay period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all pay period disputes will be final and non-appealable.

(3) Distribution of the Net Class Settlement Amount will be calculated by dividing the Net Class Settlement Amount by the total number of work weeks for all Participating Class Members during the Class Period (resulting in the "Class Work Week Value"), and then multiplying the Class Pay Work Week Value by the number of work weeks worked by each Participating Class Member during the Class Period.[1]

(4) Distribution of the portion of the PAGA Payment allocable to

[1] All work week calculations shall be rounded to the nearest whole or half work week.

alleged aggrieved employees will be calculated by dividing $6,250.00 by the total number of pay periods for all PAGA Members during the PAGA Period (resulting in the "PAGA Pay Period Value"), and then multiplying the PAGA Pay Period Value by the number of pay periods worked by each PAGA Member during the PAGA Period.[2]

11.7 Settlement Awards Do Not Trigger Additional Benefits. All Individual Settlement Payments to Class Members shall be deemed to be paid to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly understood and agreed that the receipt of an Individual Settlement Payment, which represent payments for disputed claims, will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. Similarly, the Individual Settlement Payments will not be considered back wages for work actually performed. It is the intent of this Settlement that the Individual Settlement Payments are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

11.8 Limitation on Fees and Costs. Except as provided in this Settlement Agreement, Defendants shall not be required to pay any other expenses, costs, damages or fees incurred by Plaintiff, by any Class Member, or by any of their attorneys, experts, advisors, agents or representatives. Any award of attorneys' fees and costs payable

[2] All pay period calculations shall be rounded to the nearest whole or half pay period.

hereunder to Class Counsel, and the specific allocation of the award of attorneys' fees and costs payable to Class Counsel, shall be in complete satisfaction of any and all claims for such attorneys' fees and costs, under state or federal law, which Plaintiff, the Class, Class Counsel, or any other attorneys have or may have against Defendants arising out of or in connection with the Action and this Settlement, including, but not limited to, any claims for attorneys' fees and costs involved in litigating the Action and in negotiating and implementing this Settlement Agreement, as well as attorneys' fees and costs incurred through and after the final disposition and termination of the Action and including any and all appeals. Defendants shall not be responsible for distributing or apportioning any award of attorneys' fees and costs among Class Counsel.

11.9 Workweek Information. It is estimated that there are approximately 21,784 workweeks during the Class Period. Should the number of workweeks increase by more than 10%, the Maximum Settlement Amount will increase proportionally for the number of workweeks over 23,963 workweeks, which is 10% of 21,784. At its option, Defendants may shorten the Class Period, provided 21,784 workweeks remain in the Class Period.

12. Releases and Judgment.

12.1 Release of Class Claims. Upon the Effective Date, Plaintiff and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released Class Claims that accrued during the Released Class Claims Period.

12.2 Release of PAGA Claims. Upon the Effective Date, Plaintiff, the State of California (including the LWDA), and the PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released PAGA Claims that accrued during the Released PAGA Claims Period.

12.3 General Release by Plaintiff. In exchange for the benefits of this Settlement, including the Enhancement Payment, Plaintiff will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, against Defendants, and each of them, or any of the other Released Parties, arising at any time prior to entry of the Final Approval Order. Plaintiff also expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

> "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."

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of his Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Released Claims which Plaintiff does not know or suspect to exist in his favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

12.4 Judgment. In exchange for the consideration set forth in this Settlement Agreement, Plaintiff, individually and on behalf of the Class Members, the State of California (including the LWDA), and the PAGA Members agree to enter Judgment with a release of all claims, as set forth herein.

13. Settlement Administration Process – Preliminary Approval.

13.1 Duties of the Parties for Preliminary Approval. The Parties shall promptly submit this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and determination by the Court as to the Settlement's fairness, adequacy, and reasonableness. The Parties shall apply to the Court for the entry of an order:

(1) Conditionally certifying the Class for settlement purposes only;

(2) Approving, as to form and content, the proposed Class Notice;

(3) Approving the manner and method for Class Members to object and request exclusion from the Settlement as permitted herein and within the Class Notice;

(4) Directing the mailing of the Class Notice;

(5) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

Class Counsel shall draft and file the Motion for Preliminary Approval and all other materials required for Preliminary Approval, including the Class Notice and the Proposed Order Granting Preliminary Approval. Defendants will be provided at least five (5) business days to review and comment on the drafts. Unless Defendants agrees otherwise, Class Counsel shall file the Motion for Preliminary Approval within thirty (30) days of signing this Settlement. The Class Notice and Proposed Order Granting Preliminary Approval must be mutually agreed-upon by the Parties.

13.2 Delivery of the Class Data. Within fourteen (14) calendar days of the date on which the Court issues an order granting preliminary approval of the Settlement, Defendants will provide the Class Data to the Settlement Administrator.

13.3 Class Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days of the date on which the Defendants provides the Class Data to the Settlement Administrator, the Settlement Administrator shall mail the Class Notice via regular First-Class U.S. Mail, using the mailing addresses identified in the Class

Data. Prior to mailing the Class Notices, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes.

13.4 Time for Pay Period Disputes, Objections, and Exclusions. Class Members will have forty-five (45) calendar days from the date on which the Settlement Administrator mails the Class Notices in which to fax or postmark disputes of pay periods, objections, or requests for exclusion from the Settlement (to the extent permitted by Sections 13.6, 13.8, and 13.9 of this Settlement Agreement). The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar days.

13.5 Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute the number of work weeks or pay periods to which they have been credited or their estimated Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence clearly and convincingly rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator will make the final decision as to the number of eligible pay periods that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled.

13.6 Request for Exclusion Procedures.[3] Any Class Member wishing to be excluded from the Settlement Agreement must sign and postmark or fax a written request for exclusion from the Settlement to the Settlement Administrator within the applicable deadline (see Section 13.4). The request for exclusion must: (a) be signed by the Class Member; (b) contain the name, address, telephone number,

[3] This Section is subject to the limitations provided in Section 13.9.

and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number; and, (e) be postmarked or faxed on or before the applicable response deadline. The date of fax or the postmark on the return mailing envelope will be the exclusive means to determine whether a request for exclusion from the Settlement has been timely submitted. All requests for exclusion from the Settlement will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the requests for exclusion that were timely submitted. Any Class Member who submits a request for exclusion from the Settlement is prohibited from making any objection to the Settlement Agreement.

13.7 Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class Member who does not affirmatively request an exclusion from the Settlement Agreement by submitting a timely and valid request for exclusion from the Settlement will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

13.8 Objection Procedures.[4] Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees payment, Attorneys' Expenses payment and/or Class Representative Service Award To object to the Settlement Agreement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the applicable deadline (see Section 13.4). The Notice of Objection must include: (1) the case name and number; (2) full name, address, and telephone number; (3) the last four digits of Social Security Number; (4) a written statement of all grounds for

[4] This Section is subject to the limitations provided in Section 13.9.

the objection accompanied by any legal support for such objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; and (6) be signed by the Class Member and the Class Member's attorney in the event that the Class Member is represented by counsel. The postmark date will be deemed the exclusive means for determining whether the Notice of Objection is timely. The Settlement Administrator shall forward any Objections to the Parties' Counsel within three (3) calendar days of receipt and the Parties shall be responsible for e-filing any Objections with the Court three (3) calendar days thereafter. If a written objection is not submitted, a Participating Class Member, and/or their attorney, may still appear at the Final Approval Hearing to object. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

13.9 No Right to Object to or Request Exclusion from the Settlement of PAGA Claims. The Parties agree that there is no statutory right for any Class Member to opt out of or otherwise exclude himself or herself from the settlement of the Released PAGA Claims. Accordingly, any timely exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the Released Class Claims and shall have no effect whatsoever on the settlement of the Released PAGA Claims.

13.10 Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies: (a) the number of Participating Class Members from the Class who have submitted a dispute of pay periods; (b) the number of Class Members who have submitted valid requests for exclusion from the Settlement or objections; and (c) whether any Class Member has submitted a challenge to any information contained in the Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested and forward any objections to the Parties' counsel within three (3) calendar days of receipt.

13.11 Revocation Option for Defendants. If ten percent (10%) or more of the Class Members opt out of the Settlement, Defendants may, at its election, rescind the Settlement and all action taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel within ten (10) business days after the Settlement Administrator notifies the Parties of a greater than ten percent (10%) opt-out rate.

14. Settlement Administration Process – Final Approval and Settlement Distribution.

14.1 Duties of the Parties for Final Approval. Upon expiration of the deadlines to postmark pay period disputes, requests for exclusion from the Settlement (to the extent permitted by this Settlement Agreement), or objections to the Settlement (to the extent permitted by this Settlement Agreement), and with the Court's permission, a Final Approval Hearing shall be conducted. Class Counsel shall draft and file all documents necessary to obtain final approval, including the Proposed Order Granting Final Approval and Entering Judgment. Defendants shall receive at least five (5) business days to review and comment on said drafts. Unless Defendants agree otherwise, Class Counsel shall file the Motion for Final Settlement Approval within thirty (30) days of the expiration of the deadlines to postmark requests for exclusion from the Settlement. The Proposed Order Granting Final Approval and Entering Judgment must be mutually agreed upon by the Parties.

14.2 Funding of Settlement Amount. Within seven (7) business days after the Effective Date, the Settlement Administrator will provide the Parties with: (1) a full accounting of the amounts to be paid by Defendants pursuant to the terms of the

Settlement; and (2) all information required for Defendants to cause the wiring of the Maximum Settlement Amount securely to a qualified settlement account established by the Settlement Administrator. Within sixty-five (65) calendar days of the Effective Date, Defendants will make or otherwise cause a one-time wire deposit of Six Hundred and Five Thousand Dollars and Zero Cents ($605,000.00) and the employer's share of payroll taxes for payment of all Court approved and claimed amounts constituting the Maximum Settlement Amount into a Qualified Settlement Account to be established by the Claims Administrator.

14.3 Settlement Distribution. Within seven (7) business days of the funding of Maximum Settlement Amount, the Settlement Administrator shall issue settlement payments to (1) the Participating Class Members; (2) the PAGA Members; (3) the LWDA; (4) Plaintiff; and (5) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

14.4 Settlement Checks. The Settlement Administrator will be responsible for making appropriate deductions, reporting obligations, and issuing the individual settlement payments. The expiration date on the settlement checks will be one hundred and eighty (180) calendar days from the date the settlement checks are issued.

14.5 Uncashed Checks. All uncashed checks will be submitted to the California Unclaimed Property Fund in the individual's name.

14.6 Payroll Taxes. In accordance with this Settlement, the transfer of the Maximum Settlement Amount approved by the Court shall, to the fullest extent possible, resolve, satisfy and completely extinguish all of Defendants' liability with respect to the Settlement Class except that Defendants shall solely be responsible for the employer portion of the payroll taxes. Upon the transfer of the Maximum Settlement Amount and the additional share of employer-side payroll taxes to the Settlement Administrator, Defendants shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement made or asserted by any person or entity anywhere in the world in connection with the Class Members.

14.7 Treatment of Individual Settlement Payments. All distributions from the Net Class Settlement Amount will be allocated as follows: 20% of each Individual Settlement Payment will be allocated as disputed wages; 40% will be allocated as interest; and the remaining 40% will be allocated as penalties. All distributions from the PAGA Payment to the PAGA Members will be allocated as 100% penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator.

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

14.9 Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff and Class Counsel will file a Satisfaction of Judgment within ten (10) calendar days of the submission of said declaration.

15. Other Terms and Provisions.

15.1 LWDA Submissions for Settlement Approval. The Parties agree that Plaintiff shall comply with all requirements of PAGA regarding settlement of claims, including timely filing a notice of claim and notice of settlement with the LWDA.

15.2 Tax Liability. Defendants, Defense Counsel, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendants or by the Administrator in this regard. Plaintiff and Class Members understand and agree that except for Defendants' payment of the employer's portion of any payroll taxes, Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

15.3 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

15.4 No Prior Assignments. Plaintiff and Plaintiff's counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15.5 Termination of Settlement. Either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order, or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final or is materially modified because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

(1) The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms;

(2) In the event the Settlement is terminated, Defendants shall have no obligation to make any payments to any party, the State of California (including the LWDA), any class member or any attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

(3) The Preliminary Approval Order, Final Approval Order and

Judgment, including any order of class action certification, shall be vacated and the Parties and their counsel will cooperate with each other and use their best efforts to ensure that the Preliminary Approval Order, Final Approval Order and Judgment, including any order of class action certification, are vacated;

(4) The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement;

(5) Neither this Settlement, nor any ancillary documents, actions, statements or filings in furtherance of Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

15.6 Judgment and Continued Jurisdiction. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Agreement.

15.7 Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.

15.8 Confidentiality. Plaintiff and Class Counsel agree they will not make any public disclosure of the Settlement until after this Settlement is preliminarily approved by the Court. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosure of this Settlement until after this Settlement is preliminarily approved by the Court. Class Counsel will not include or use the Settlement for any marketing or promotional purposes. In the event that Class Counsel inadvertently violates this provision, it may cure such violation by withdrawing all marketing or promotional materials in violation of this provision within ten (10) calendar days of receipt of notice of the violation from Defendants.

Following preliminary approval of the Settlement, the Class Representative and Class Counsel will not have any communications with any media other than to direct any media inquiries to the public records of the Action on file with the Court. Further, following preliminary approval, Plaintiff and Plaintiff's Counsel may communicate with Class Members about this Settlement and the Action, as well as provide any further information as requested by any courts, the LWDA, and other state and/or federal agencies. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

The Parties agree that violation of this Section constitutes a breach of the agreement that cannot practically be cured. Thus, any action to enforce this provision may be brought on an *ex parte* or otherwise expedited basis, and Defendants may seek any and all available remedies, including but not limited to injunctive relief.

15.9 Entire Agreement. This Settlement Agreement, including all exhibits annexed hereto, sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties or by anyone acting on behalf of the Parties which are not embodied or incorporated by reference herein, and further agree that no other agreement, covenant, representation, inducement, promise or statement relating to the subjects covered herein not set forth in writing in this Settlement Agreement, shall be valid or binding.

15.10 Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties and/or their counsel or their successors-in-interest.

15.11 Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

15.12 Signatories. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Class Notice, attached hereto as "Exhibit A," will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

15.13 Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15.14 Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts, by DocuSign, facsimile, and/or by PDF/email. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

15.15 Acknowledgement that the Settlement is Fair, Reasonable, and Adequate. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, believe this Settlement Agreement is consistent with and advances the purposes of PAGA, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.

15.16 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defendants and Class Counsel, on behalf of the Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement.

15.17 Plaintiff's Waiver of Right to Be Excluded from the Settlement and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein, including the general release of all claims upon the Effective Date of this Settlement.

15.18 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class action certification for purposes of this Settlement only. Either party may appeal any court order that materially alters the Settlement Agreement's terms. The Parties agree that the Court's approved amounts for Class Counsel's Attorneys' Fees and Costs, the Enhancement Payment, and the Settlement Administration Costs do not constitute material alterations of the Settlement.

15.19 Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

15.20 Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

15.21 Waiver. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

15.22 Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

15.23 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Settlement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Agreement.

15.24 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

15.25 Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:
Isandra Fernandez, Esq.
Anthony Draper, Esq.
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618

To Defendants:
Shannon B. Nakabayashi

JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111

Isabella L. Shin
JACKSON LEWIS P.C.
160 W. Santa Clara Street, Suite 400
San Jose, California 95113

15.26 Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

15.27 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties, including the State of California and the LWDA, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law. The Parties further agree that this Agreement is enforceable pursuant to California Code of Civil Procedure section 664.6, and that the Court shall retain jurisdiction to enforce the Settlement upon entering of Judgment.

16. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Joint Stipulation of Class, and Representative Action Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Date: 1/21/2025, 2025

DocuSigned by:
BC46E3F3B1E6403...
Teodoro S. Francisco
Plaintiff, Class Representative, and Representative of the State of California

CURIO MANAGEMENT LLC

Date: January 27, 2025

William Steven Standefer
Senior Vice President

HILTON MANAGEMENT LLC

Date: January 27, 2025

William Steven Standefer
Senior Vice President

HILTON DOMESTIC
OPERATING COMPANY, INC.

Date: January 27, 2025

William Steven Standefer
Senior Vice President

APPROVED AS TO FORM AND CONTENT

Date: January 21, 2025

JAMES HAWKINS APLC

Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
TEODORO S. FRANCISCO, the Class Members, and the State of California

Date: January 27, 2025

JACKSON LEWIS P.C.

Shannon Nakabayashi

Shannon B. Nakabayashi
Isabella L. Shin
Attorneys for Defendants
CURIO MANAGEMENT LLC,
HILTON MANAGEMENT LLC, and
HILTON DOMESTIC OPERATING
COMPANY, INC.

EXHIBIT A

<u>**NOTICE OF CLASS AND REPRESENTATIVE PAGA ACTION SETTLEMENT**</u>

Teodoro S. Francisco v. Curio Management, LLC, et. al.
Santa Clara Superior Court Case No. 20CV365920

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by Curio Management LLC, Hilton Management LLC, or Hilton Domestic Operating Company, Inc. (collectively "Defendants") as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2016 through July 31, 2024, this proposed settlement may affect your rights. Please read this Notice carefully.

1. What is this Notice?

A proposed settlement ("Settlement") has been reached in *Teodoro S. Francisco v. Curio Management, LLC, et. al.*, Santa Clara Superior Court Case No. 20CV365920 ("Action").

Defendants' records show that you worked for Defendants as an hourly, non-exempt employee in the State of California at some point during the period from April 1, 2016 through July 31, 2024 (the "Class Period"). Therefore, you may be a member of the proposed Settlement of the Actions. The purpose of this Notice of Class and Representative PAGA Action Settlement ("Notice") is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

PLEASE NOTE THAT THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS ADMANTLY DENY THAT THEY VIOLATED ANY LAWS OR THAT THEY HARMED ITS EMPLOYEES IN ANY WAY. DEFENDANTS ARE SETTLING THESE LAWSUITS TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

2. What are the cases about?

On April 1, 2020, Plaintiff Teodoro S. Francisco ("Plaintiff") filed a putative class action complaint against Defendants on behalf of himself and all other similarly situated. The case is pending in Santa Clara Superior Court as Case No. 20CV365920 ("Complaint"). The Complaint alleges claims for (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to pay all wages timely upon termination; (4) failure to provide accurate itemized wage statements; and (5) violation of California Business and Professions Code section 17200, *et seq*.

On June 5, 2020, Plaintiff filed a First Amended Complaint ("Operative Complaint") adding a sixth cause of action for penalties pursuant to the Private Attorneys General Act ("PAGA"). The PAGA action seeks civil penalties on behalf of the State of California and allegedly aggrieved employees, including Plaintiff, for the same underlying violations alleged in the Complaint.

As noted above, Defendants adamantly deny that they violated the law in any way. Defendants deny, and continue to deny, the factual and legal allegations in the Operative Complaint and believe that Defendants have valid defenses to Plaintiff's claims. Defendants recognize, however, the risks and costs associated with litigation, as well as the disruption to their business. Defendants contend that Plaintiff's claims do not have merit and do not meet the requirements for class certification. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative PAGA action.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties") and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and his attorneys also believe that this Settlement is in the best interests of the class members and the State of California.

3. Who is affected by the Settlement?

1. You are eligible to participate as a member of the Settlement ("Class Members") if you meet the following definition:

   All persons employed by Defendants as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2016 through July 31, 2024 ("Class Period").

2. You are eligible to participate as a member of the Settlement of the PAGA Action ("PAGA Members") if you meet the following definition:

   All persons employed by Defendants as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2019 through July 31, 2024 ("PAGA Period").

According to Defendants' records, you are eligible to participate as a member of the Settlement.

4. What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendants will pay a maximum settlement amount of $605,000 (the "Maximum Settlement Amount") to resolve the Actions. This Maximum Settlement Amount includes the following payments:

1. An award of reasonable attorneys' fees to Class Counsel in an amount not to exceed $211,750;
2. Reimbursement of Class Counsel's litigation costs and expenses in an amount not to exceed $30,000;
3. An enhancement payment to Plaintiff in an amount not to exceed $10,000;
4. Settlement administration costs in an amount not to exceed $7,000.
5. Payments to Participating Class Members; and
6. PAGA Penalties to the State of California and PAGA Members in the total amount of $25,000.

Payments to Participating Class Members ("Individual Settlement Awards") – The Net Settlement Amount (*i.e.*, the Maximum Settlement Amount, less the Court-approved amounts for attorneys' fees and litigation costs, the enhancement payment, settlement administration costs, and the portion of the PAGA Penalty to be paid to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members) will be paid to Class Members who do not opt out of the settlement by submitting a written request for exclusion ("Participating Class Members"). The amount of the Individual Settlement Awards will be determined on a *pro rata* basis, based on each Participating Class Member's respective number of compensable workweeks worked during the Class Period, in relation to the number of Compensable Weeks worked by all Participating Class Members during the period from April 1, 2016 through July 31, 2024.

Payments to All PAGA Members – $6,250, which is twenty-five percent (25%) of the total PAGA Penalty of $25,000, will be allocated towards payments to all PAGA Members, which will be calculated on a *pro rata* basis, based on the number of pay periods that each PAGA Member worked during the PAGA Period in relation to the total number of pay periods worked by all PAGA Members during the PAGA Period. All PAGA Members – regardless of whether they request to be excluded from the Settlement – will receive a PAGA Payment.

Tax Considerations – For tax purposes, Individual Settlement Awards will be allocated as follows: 20% as wages (the "wage portion") and 80% as non-wage income, penalties, and interest (the "non-wage portion"). The wage portion of each Individual Settlement Award will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion of the Individual Settlement Award will not be subject to payroll taxes or withholdings, and such amounts will be reported on an IRS Form 1099. Defendants' share of payroll taxes and withholdings with respect to the wage portion of the Individual Settlement Award will be paid by Defendants separately from and in addition to the Maximum Settlement Amount.

One hundred percent (100%) of the PAGA Payments to PAGA Members will be allocated as civil penalties. PAGA Payments will not be subject to payroll taxes or withholdings, and such amounts will be reported on an IRS Form 1099.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member.

Settlement Checks – Settlement payments issued by the Settlement Administrator to Participating Class Members and PAGA Members must be cashed within One Hundred Eighty (180) calendar days of issuance. If a Participating Class Member or PAGA Member fails to cash a check for his or her Individual Settlement Award within 180 calendar days after the check is issued, the check will be voided and the Settlement Administrator will pay the amount represented by the uncashed check to the California Unclaimed Property Fund in the individual's name..

5. What payments am I eligible to receive under the Settlement?

Based on Defendants' records, your number of compensable workweeks is **[#]** (*i.e.*, the total number of workweeks that you worked as an hourly non-exempt employee in California during the time period of April 1, 2016 through July 31, 2024), and your estimated settlement payments are as follows:

- Potential Class Action Settlement Payment – **[$]**
- PAGA Action Settlement Payment – **[$]**

If you believe that you worked more or less workweeks as an hourly non-exempt employee in California during the period of April 1, 2016 through July 31, 2024 and you wish to dispute your workweek calculations, you must contract the Settlement Administrator by **[DEADLINE]** and provide the Settlement Administrator all evidence to support your contention that your total workweek calculation is incorrect. The Settlement Administrator will make the final determination with respect to any dispute workweek calculations.

6. What are my options regarding participating in the Settlement?

You generally have two options under this Settlement. You may: (1) participate fully in the Settlement and be eligible to receive an Individual Settlement Award (if eligible) and PAGA Payment (if eligible); or (2) exclude yourself from (*i.e.*, opt out of) the Settlement of the Potential Class Action and only be eligible to receive a payment for the resolution of the PAGA claims in the PAGA Action.

OPTION 1 – Fully Participate in the Settlement. If you wish to fully participate in the Settlement and receive all the payments that you are potentially able to receive under the Settlement, you do not need to do anything further. You will be represented at no cost by Class Counsel, and, if the Court grants final approval of the Settlement, the Settlement Administrator will distribute your eligible settlement payments to you, and you will be subject to the Judgments entered in the Actions, including the release of claims in the Settlement.

> **Objecting to the Settlement**: If you choose Option 1 but believe the Settlement is not fair, reasonable or adequate in any way, you may participate in the Settlement while also objecting to it. To object, you may mail a written statement of objection ("Notice of Objection") to the Settlement Administrator. The Notice of Objection shall (1) contain your full name, (2) contain your signature or the signature of your legal representative, (3) state the grounds for the objection, and (4) be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Francisco v. Curio, et al. Settlement*, P.O. Box _____, [City], [State] [Zip]. You may also hire an attorney at your own expense to represent you in your objection, and may state your objection during the Final Approval Hearing (discussed below). You cannot object to the Settlement if you request exclusion from the Settlement of the Potential Class Action (*i.e.*, Option 2). **Please note that even if you submit an objection, you will be bound by the Settlement, including its release of claims, unless the Settlement is not finally approved by the Court.**

OPTION 2 – Opt Out of the Settlement. You have the option to request to be excluded from the Settlement with respect to all claims other than the PAGA claims in the Actions (for which there is no exclusion procedure). To request to be excluded from the Settlement of the non-PAGA claims, you must mail a written request for exclusion to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Francisco v. Curio, et al. Settlement*, P.O. Box _____, [City], [State] [Zip]. The written request for exclusion must contain the following information for verification purposes: (1) your full name; (2) your address; (3) your telephone number; (4) the last four digits of your Social Security number; (5) a clear statement that you wish to be excluded from the Settlement; and (6) your signature. The signed written request for exclusion must also be submitted to the Settlement Administrator by [DATE]. If you do not timely submit a completed and signed written request for exclusion, your request to be excluded from the Settlement will be rejected, you will remain in the Settlement, and you will be bound by the Judgment and release of claims in the Settlement. If you timely complete and submit a signed written request for exclusion, you will have no further role in the Actions, and you will not be entitled to any benefit as a result of the Settlement (other than a potential payment for the resolution of the PAGA claims) and will not be permitted to assert an objection to the Settlement.

7. What claims are being released by the proposed Settlement?

The Potential Class Action Release – Upon the Effective Date, Potential Class Members who participate in the Settlement (*i.e.*, individuals who do not validly opt out of the Settlement) will be deemed to have released and discharged Defendants and each of their past, present, and future respective subsidiaries, DBAs, related and affiliated entities, joint ventures, parents, divisions, ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, successors, predecessors in interest, and each of their past and present officers, directors, shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, anyone acting for any of them, and any individual or entity that could be liable for any of the claims released through this Settlement (collectively, "Released Parties") from all claims under state, federal, or local law, whether statutory or based in common law, arising out of the claims expressly pleaded in the Action and all other claims that could have been pleaded based on the facts pleaded in the Action including but not limited to failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; failure to provide accurate wage statements; alleged violation of Business and Professions Code Section 17200 based on the alleged Labor Code violations; alleged violation of the IWC Wage Orders based on the claims alleged; any claims for injunctive relief; liquidated damages, penalties, interest, fees, and costs; and all other claims and allegations made or that could have been made in the Action based on the facts and alleged in the Action.

The PAGA Action Release – Upon the Effective Date of the Settlement, the State of California and PAGA Members will be deemed to have released and discharged Defendants and the Released Parties from any and all claims for civil penalties, attorneys' fees, and costs arising out of the Labor Code claims and allegations expressly pleaded in the PAGA Notice and the Action, and all other Labor Code claims that could have been asserted based on the facts and allegations pleaded in the PAGA Notice and the Action, including but not limited to: failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; and failure to provide accurate wage statements.

8. What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the enhancement payment to Plaintiff, the settlement administration costs, and the PAGA penalties on _________ at _____ . in Department 7 of the Santa Clara Superior Court Old Courthouse, located at 161 N. First St., San Jose, California 95113. The Final Approval Hearing may be continued without further notice to individuals eligible to participate in the Settlement. You are not required to attend the Final Approval Hearing, but you may do so at your own expense and make an oral objection without filing a written objection. Class members may appear at the final approval

hearing in person or remotely using the Microsoft Teams link for Department 7 (Afternoon Session), and should review the remote appearance instructions beforehand: https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml.
Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

9. Who are the lawyers in the cases?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firm of James Hawkins APLC to serve as counsel for Plaintiff and the individuals eligible to participate in the Settlement ("Class Counsel"). Class Counsel's contact information is as follows:

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Anthony Draper, Esq. SBN 344391
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Defendants are represented by Jackson Lewis P.C. in the Actions:

JACKSON LEWIS P.C.
Shannon Nakabayashi
Isabella Shin
160 W Santa Clara Street, Suite 400
San Jose, CA 95113

10. How can I get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are contained in the detailed Settlement Agreement that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Records Department of the Clerk for the Superior Court of the County of Santa Clara. The court's website may be found at www.santaclara.courts.ca.

For more information, you may also call the Settlement Administrator toll-free at [TELEPHONE NUMBER] or view the Settlement Administrator's website at [WEBSITE]. You should review the court docket or the information provided on [WEBSITE] to confirm any date or time changes for the Final Approval Hearing and view important documents. The date of the Final Approval Hearing may change without further notice. Check the Settlement Administrator's website or the Court's docket to confirm that the date has not changed.

Any questions regarding this Notice may also be directed to Class Counsel, whose contact information is provided above.

11. What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

4923-8560-5969, v. 1