

1 Majed Dakak (SBN 271875)
mdakak@kbslaw.com
2 KESSELMAN BRANTLY STOCKINGER LLP
1230 Rosecrans Avenue, Suite 400
3 Manhattan Beach, CA 90266
(310) 307-4555
4 (310) 307-4570 (Fax)

5 Dennis S. Hyun (SBN 224240)
dhyun@hyunlegal.com
6 HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
7 Los Angeles, CA 90071
(213) 488-6555
8 (213) 488-6554 (Fax)

9 Attorneys for PLAINTIFF and PUTATIVE CLASS

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 ZACHARY KAHN, as an individual and on
behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 LOS ANGELES MAISON, LLC, a California
limited liability company; ACCOR
16 MANAGEMENT US INC.; and DOES 1
through 10, inclusive,

17 Defendants.
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Case No.: 20STCV18592

[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SS-11]

**PLAINTIFF'S NOTICE OF AMENDED
STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: October 3, 2022

Time: 10:00 a.m.

Dept.: SS-11

Complaint Filed: May 11, 2020

Fourth Amended Complaint Filed: October 21,
2021

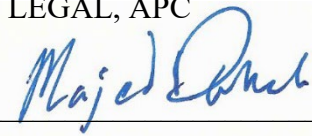
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that Plaintiff Zachary Kahn hereby submit the following
3 documents in support of his Motion for Preliminary Approval to be heard on October 3, 2022.

- 4 1. A redlined version of the Amended Stipulation of Class and Representative Action
5 Settlement attached hereto as **Exhibit A**;
6 2. A fully executed Amended Stipulation of Class and Representative Action Settlement
7 attached hereto as **Exhibit B**.

8
9 Dated: July 22, 2022

KESSELMAN BRANTLY STOCKINGER LLP
HYUN LEGAL, APC

10
11 By 

12 Majed Dakak
13 *Attorneys for Plaintiff and the Putative Class*
14 ZACHARY KAHN
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EXHIBIT A

1 Majed Dakak (SBN 271875)
2 *mdakak@kbslaw.com*
3 KESSELMAN BRANTLY STOCKINGER LLP
4 1230 Rosecrans Avenue, Suite 400
5 Manhattan Beach, CA 90266
6 (310) 307-4555
7 (310) 307-4570 (Fax)

8 Dennis S. Hyun (SBN 224240)
9 *dhyun@hyunlegal.com*
10 HYUN LEGAL, APC
11 515 S. Figueroa Street, Suite 1250
12 Los Angeles, CA 90071
13 (213) 488-6555
14 (213) 488-6554 (Fax)

15 Attorneys for PLAINTIFF and the PUTATIVE
16 CLASS

17 Dana A. Kravetz (SBN 179718)
18 Lara A.H. Shortz (SBN 239609)
19 Amanda K. Monroe (SBN 276063)
20 **MICHELMAN & ROBINSON, LLP**
21 10880 Wilshire Boulevard, 19th Floor
22 Los Angeles, CA 90024
23 Telephone: (310) 299-5500
24 Facsimile: (310) 299-5600

25 Attorneys for Defendants
26 LOS ANGELES MAISON, LLC and ACCOR
27 MANAGEMENT US INC

28 SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

29 ZACHARY KAHN, as an individual and on
30 behalf of all others similarly situated,

31 Plaintiff,

32 vs.

33 LOS ANGELES MAISON, LLC, a California
34 limited liability company; ACCOR
35 MANAGEMENT US INC.; and DOES 1
36 through 10, inclusive,

37 Defendant

CASE NO. 20STCV18592

**AMENDED STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Zachary Kahn ("Kahn") and
2 individually and on behalf of all others similarly situated, on the one hand, and Defendants LOS
3 ANGELES MAISON, LLC ("Los Angeles Maison") and ACCOR MANAGEMENT US INC
4 ("Accor") on the other hand, and subject to the approval of the Court, that the claims alleged in
5 the Action are hereby compromised and settled pursuant to the terms and conditions set forth in
6 this Stipulation of Class and Representative Action Settlement ("Stipulation") and that the Court
7 shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth
8 below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. "Action" means the action entitled *Kahn v. Los Angeles Maison, LLC, et al.* Los
12 Angeles County Superior Court Case No. 20STCV18592.

13 2. "Aggrieved Employees" means all persons employed by Los Angeles Maison,
14 LLC in California as hourly-paid, non-exempt employees at any time during the PAGA Period.

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15 3. "Attorneys' Fees and Expenses" means reasonable attorneys' fees for Class
16 Counsel's litigation and resolution of this Action (not to exceed one-third of the GSA), and Class
17 Counsel's expenses and costs reasonably incurred in connection with the Action.

18 4. "Class Counsel" means Dennis Hyun of Hyun Legal, APC and Majed Dakak of
19 Kesselman Brantly Stockinger LLP.

20 5. "Class Information" means information regarding Settlement Class Members and
21 Aggrieved Employees that Defendants shall in good faith compile from their records and shall be
22 authorized by the Court to transmit in a confidential, secured manner to the Settlement
23 Administrator. Class Information shall be transmitted in electronic form and shall include each
24 Settlement Class Member's full name; last known address; Social Security number; total number
25 of Compensable Workweeks (or, alternatively, the start and termination dates for each Settlement
26 Class Member); and total number of pay periods worked by Aggrieved Employees during the
27 PAGA Period.

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1 6. “Class Notice” means the Notice of Class and Representative Action Settlement,
2 substantially in the form attached hereto as Exhibit 1, which shall be subject to Court approval
3 and which the Settlement Administrator shall mail to each Settlement Class Member explaining
4 the terms of this Stipulation and the Settlement.

5 7. “Class Representative Service Awards” means the amount the Court authorizes to
6 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payments, in recognition of
7 Plaintiff’s efforts and risks in prosecuting the Action.

8 8. “Compensable Workweeks” means the total number of workweeks during which
9 a Settlement Class Member performed work for Defendants in California as an hourly-paid, non-
10 exempt employee during the Settlement Period, based on Defendants’ records, and which shall
11 be used to calculate the Individual Settlement Payments. A workweek shall include any regular
12 workweek in which a Settlement Class Member worked one or more calendar days.

13 9. “Defendants” means defendants LOS ANGELES MAISON, LLC and ACCOR
14 MANAGEMENT US INC.

15 10. “Defense Counsel” means Dana Kravetz and Lara A.H. Shortz of Michelman &
16 Robinson, LLP.

17 11. “Effective Date” means: (i) the date that the Court grants final approval and enters
18 judgment thereon if there are no objections; or (ii) if there are any objections, the date that the
19 deadline to seek appellate review of the Court’s final approval of the Settlement has passed
20 without the filing of a timely appeal or request for review; or (ii) if an appeal, review, or writ is
21 sought from the Court’s final approval of the Settlement, the date on which all appellate and/or
22 other proceedings resulting from the appeal, review, or writ have been finally terminated in such
23 a manner as to permit the Judgment to take effect without material modification.

24 12. “Employer’s Share of Payroll Taxes” means Defendant Los Angeles Maison’s
25 portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the
26 Individual Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes
27 shall be submitted by Defendants to the Settlement Administrator in addition to the GSA.

28 13. “Final Approval Hearing” means the hearing to be conducted by the Court after

1 the filing of an appropriate motion by Plaintiff and following appropriate notice to Settlement
2 Class Members giving Settlement Class Members an opportunity to request exclusion from the
3 class and Settlement and to object to the Settlement, at which time Plaintiff shall request that the
4 Court finally approve the Settlement, enter the Judgment, and take other appropriate action.

5 14. "Gross Settlement Amount" or "GSA" means the maximum amount Defendants
6 shall pay in connection with this Settlement, by way of a common fund, which shall be inclusive
7 of all Individual Settlement Payments, Attorneys' Fees and Expenses, the Class Representative
8 Service Awards, Settlement Administration Costs, and the PAGA Payment. Subject to Court
9 approval and the terms of this Stipulation, the maximum GSA that Defendants shall be required
10 to pay is Three Hundred Fifty Thousand Dollars (\$350,000.00).

11 15. "Individual Settlement Payment" means the amount payable from the Net
12 Settlement Amount to each Settlement Class Member.

13 16. "Information Sheet" means the form that shall be prepared by the Settlement
14 Administrator and sent to each Settlement Class Member that sets forth the total number of
15 Compensable Workweeks and the estimated Individual Settlement Payment for the Settlement
16 Class Member, substantially in the form attached hereto as Exhibit 2.

17 17. "Judgment" means the judgment to be entered by the Court upon granting final
18 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
19 Members.

20 18. "LWDA" means the California Labor and Workforce Development Agency.

21 19. "LWDA Payment" means the portion of the PAGA Payment payable to the
22 LWDA.

23 20. "Net Settlement Amount" means the GSA, less Attorneys' Fees and Expenses, the
24 Class Representative Service Awards, Settlement Administration Costs, and the PAGA Payment.

25 21. "Notice of Objection" means a Settlement Class Member's written objection to
26 the Settlement.

27 22. "Notice Packet" means the packet of documents which shall be mailed to all
28 Settlement Class Members by the Settlement Administrator, including the Class Notice and

1 Information Sheet, both in English and Spanish.

2 23. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
3 California Labor Code section 2698, et seq.

4 24. "PAGA Payment" means the amount payable from the GSA to resolve the PAGA
5 claim alleged in the Action, of which seventy-five percent (75%) shall be paid to the LWDA and
6 twenty-five percent (25%) shall be paid to ~~Aggrieved Employees~~.

7 25. "PAGA Period" means at any time from May 5, 2019, through the date that the
8 Court grants preliminary approval of the class action settlement.

9 26. "PAGA Released Claims" means any and all claims under California Labor Code
10 §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from, or relating to, the
11 factual allegations pled in the operative complaint and in Plaintiffs' written notices submitted to
12 the LWDA for any acts occurring during the PAGA Period.

13 27. "Participating Class Members" means Plaintiff and all other Settlement Class
14 Members who do not submit a valid and timely Request for Exclusion.

15 28. "Parties" means Plaintiff and Defendants.

16 29. "Plaintiff" means plaintiff Zachary Kahn.

17 30. "Preliminary Approval Order" means the order to be issued by the Court
18 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
19 setting the date of the Final Approval Hearing, and granting preliminary approval of the
20 Settlement set forth in this Stipulation, among other things.

21 31. "Released Claims" means the release of claims as set forth in Paragraph 46 herein.

22 32. "Released Parties" means Defendants and their affiliated, predecessor and
23 successor entities, and each such entity's respective present and former subsidiaries, affiliates,
24 parents, shareholders, agents, employees, members, investors, partners, owners, directors,
25 officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

26 33. "Request for Exclusion" means a written request by a Settlement Class Member to
27 opt out of, or exclude oneself from, the Settlement.

28 34. "Response Deadline" means the date forty-five (45) days after the Settlement

Deleted: Settlement Class Members as part of their Individual
Settlement Payments Aggrieved Employees

1 Settlement Class Members may submit a Request for Exclusion, Notice of Objection, or dispute
2 regarding the number of Compensable Workweeks stated on their respective Information Sheet.

3 35. "Settlement" means the final and complete disposition of the Action pursuant to
4 this Stipulation.

5 36. "Settlement Administration Costs" means the reasonable costs and fees of
6 administering the Settlement to be paid from the GSA, including, but not limited to: (i)
7 translating the Class Notice and Information Sheet into Spanish; (ii) printing, mailing and re-
8 mailing (if necessary) of Notice Packets to Settlement Class Members; (iii) preparing and
9 submitting to Settlement Class Members and government entities all appropriate tax filings and
10 forms; (iv) computing the amount of and distributing Individual Settlement Payments, the Class
11 Representative Service Award, Attorneys' Fees and Expenses, and the LWDA Payment; (v)
12 processing and validating Requests for Exclusion and Notices of Objection; (vi) establishing a
13 Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vii)
14 calculating and remitting to the appropriate government agencies all employer and employee
15 payroll tax obligations arising from the Settlement and preparing and submitting filings required
16 by law in connection with the payments required by the Settlement.

17 37. "Settlement Administrator" means Simpluris, Inc. or another third-party
18 administrator mutually agreed-upon by the Parties that will be responsible for the administration
19 of the Settlement pursuant to the terms of the Stipulation.

20 38. "Settlement Class Members" means all persons employed by Defendants in
21 California as hourly-paid, non-exempt employees during the Settlement Period.

22 39. "Settlement Period" means the time period from April 14, 2017, through the date
23 of the Court's order granting preliminary approval.

24 **RECITALS**

25 37. Procedural History. On May 11, 2020, Kahn filed a complaint against
26 Defendants. The operative Fourth Amended Complaint alleges: (1) Violation of California Labor
27 Code § 226(a) (Inaccurate Wage Statements); (2) Violation of Labor Code §§ 510 and 1194
28 (Unpaid Overtime, including claims related to the calculation of the regular rate of pay); (3)

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1 (Unpaid Overtime, including claims related to the calculation of the regular rate of pay); (3)
2 Violation of Labor Code § 1194, 1197 and 1197.1 (Failure to Pay Minimum and Overtime
3 Wages – Based on Off-The-Clock Work); (4) Violation of Labor Code §§ 226.7 (Failure to
4 Provide Rest Breaks); (5) Violation of Labor Code §§ 226.7 and 512 (Failure to Provide Meal
5 Periods) (6) Violation of California Business and Professions Code §§ 17200, et seq. (Unfair
6 Competition and Business Practices); and (7) claims pursuant to the California Private Attorneys
7 General Act (“PAGA”).

8 38. On December 22, 2021, the Parties participated in a private mediation session
9 with mediator Todd Smith. At the conclusion of the mediation, the Parties came to an agreement
10 that would resolve the Action in its entirety. The mediator memorialized the settlement in a
11 Memorandum of Understanding to the Parties.

12 40. Benefits of Settlement to Plaintiff and the Settlement Class Members. Plaintiff
13 and Class Counsel recognize the expense and length of continued proceedings necessary to
14 litigate Plaintiff’s claims in the Action through trial and through any possible appeals. Plaintiff
15 also has taken into account the uncertainty and risks of the outcome of further litigation, and the
16 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
17 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
18 generally and in response to Defendants’ defenses thereto, and the difficulties in establishing
19 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
20 also have taken into account Defendants’ agreement to enter into a settlement that confers
21 substantial benefits upon the Settlement Class Members and Defendant Los Angeles Maison’s
22 financial condition as verified by Defendant Los Angeles Maison. Based on the foregoing,
23 Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation is
24 fair, adequate, and reasonable and is in the best interests of all Settlement Class Members.

25 41. Defendants’ Reasons for Settlement. Defendants have concluded that any further
26 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
27 Defendants’ time, energy, and resources have been, and unless this Settlement is completed, shall
28 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have

1 taken into account the risks of further litigation in reaching its decision to enter into this
2 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
3 Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
4 terms set forth in this Stipulation and to put to rest the claims alleged in the Action. Defendants
5 have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not
6 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
7 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
8 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
9 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
10 Action. Defendants contend they have complied with all applicable state, federal and local laws.

11 **TERMS OF SETTLEMENT**

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

14 42. Binding Settlement. This Settlement shall bind the Parties and all Settlement
15 Class Members, subject to the terms and conditions hereof and the Court's approval.

16 43. Tax Liability. The Parties make no representations as to the tax treatment or legal
17 effect of the payments specified herein, and Settlement Class Members are not relying on any
18 statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard.
19 Settlement Class Members understand and agree that they shall be responsible for the payment of
20 all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class
21 Counsel, and Defense Counsel free and harmless from and against any claims resulting from
22 treatment of such payments as non-taxable, including the treatment of such payments as not
23 subject to withholding or deduction for payroll and employment taxes.

24 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
25 of this Stipulation, and no written communication or disclosure between or among the Parties,
26 Class Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any
27 such communication or disclosure constitute or be construed or be relied upon as, tax advice
28 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as

1 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
2 independent legal and tax counsel for advice (including tax advice) in connection with this
3 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other
4 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
5 communication or disclosure by any attorney or adviser to any other party to avoid any tax
6 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
7 other party has imposed any limitation that protects the confidentiality of any such attorney's or
8 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
9 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
10 transaction contemplated by this Stipulation.

11 45. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
12 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
13 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
14 cooperatively to have this Settlement presented to the Court for preliminary approval. The
15 Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to
16 Settlement Class Members as specified herein. The Parties agree that provisional certification of
17 the class is for settlement purposes only and is in no way an admission by Defendants in the
18 Action or in any other proceeding that class certification is proper.

19 46. Release of Claims.

20 a. Participating Class Members' Released Claims. Upon full payment of the
21 GSA by Defendants to the Settlement Administrator, all Participating Class Members will
22 release the Released Parties from any and all claims under the California Labor Code arising
23 from, or relating to, the factual allegations pled in the operative complaint for any acts occurring
24 during the Settlement Period.

25 b. Aggrieved Employees' PAGA Released Claims. Upon full payment of the
26 GSA by Defendants, all Aggrieved Employees will release the Released Parties from the PAGA
27 Released Claims, regardless of whether the Aggrieved Employee opts-out of the class settlement.
28 In other words, Aggrieved Employees cannot opt-out of the PAGA Payment and the PAGA

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1 c. Plaintiff's Released Claims. Upon full payment of the GSA by
2 Defendants to the Settlement Administrator, Plaintiff shall be deemed to have released the
3 Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
4 whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether
5 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could
6 have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly,
7 indirectly, representatively, derivatively or in any other capacity, against Defendants or any of
8 the other Released Parties, arising at any time prior to entry of the Judgment, including but not
9 limited to those claims raised in the Action, and those arising from or related to Plaintiff's
10 employment with Defendants. This release excludes only the release of claims not permitted by
11 law.

12 As to the Released Claims only, Plaintiff expressly waive all rights and benefits under the
13 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
15 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
16 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
17 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
18 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
19 **OR RELEASED PARTY.**

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

26 47. Settlement Administration.

27 a. Within fourteen (14) days of entry of the Preliminary Approval Order,
28 Defendants shall provide the Settlement Administrator with the Class Information for purposes

1 Defendants shall provide the Settlement Administrator with the Class Information for purposes
2 of mailing the Notice Packets to Settlement Class Members.

3 i. Notice by First Class U.S. Mail. Upon receipt of the Class
4 Information, the Settlement Administrator shall perform a search based on the National Change
5 of Address Database maintained by the United States Postal Service to update and correct any
6 known or identifiable address changes. Within fourteen (14) days after receiving the Class
7 Information from Defendants as provided herein, the Settlement Administrator shall mail copies
8 of the Notice Packet to all Settlement Class Members/Aggrieved Employees via regular First-
9 Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the
10 current mailing address for each Settlement Class Member/Aggrieved Employee. The address
11 identified by the Settlement Administrator as the current mailing address shall be presumed to be
12 the most current mailing address for each Settlement Class Member/Aggrieved Employee. The
13 Parties agree that this procedure for notice provides the best notice practicable to Settlement
14 Class Members and fully complies with due process.

15 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
16 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
17 mailed to the forwarding address affixed thereto within seven (7) calendar days of the Settlement
18 Administrator receiving notice of the non-deliverable Notice Packet. If no forwarding address is
19 provided, the Settlement Administrator shall promptly attempt to determine a correct address by
20 the use of skip-tracing, or other type of automated search, using the name, address and/or Social
21 Security number of the Settlement Class Member/Aggrieved Employee involved, and shall then
22 perform a re-mailing to the Settlement Class Member/Aggrieved Employee whose Notice Packet
23 was returned as non-deliverable, assuming another mailing address is identified by the Settlement
24 Administrator. If a Notice Packet is re-mailed to a Settlement Class Member less than ten (10)
25 days prior to the Response Deadline, the Settlement Class Member shall have his or her
26 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-
27 mails the Notice Packet. If these procedures are followed, notice to Settlement Class Members
28 shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet

1 does not receive the Notice Packet, the intended recipient shall nevertheless remain a Settlement
2 Class Member and shall be bound by all terms of the Settlement and the Judgment.

3 iii. Determination of Individual Settlement Payments. The Settlement
4 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
5 Payment under the terms of this Stipulation. The Settlement Administrator's determination of
6 the eligibility for and amount of each Individual Settlement Payment shall be binding upon the
7 Settlement Class Member and the Parties, yet subject to review by Class Counsel, Defense
8 Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be
9 presumed accurate.

10 iv. Disputes Regarding Administration of Settlement. Any dispute not
11 resolved by the Settlement Administrator concerning the administration of the Settlement shall
12 be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties
13 shall confer in good faith and make use of the services of mediator Todd Smith if necessary, to
14 resolve the dispute without the necessity of involving the Court.

15 b. Requests for Exclusion. The Class Notice shall explain that Settlement
16 Class Members who wish to exclude themselves from the class and Settlement must timely
17 submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The
18 Request for Exclusion must: (1) contain the name, address, and telephone number of the
19 Settlement Class Member requesting exclusion; (2) be signed by the Settlement Class Member;
20 and (3) be returned to the Settlement Administrator and postmarked by the Response Deadline.
21 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
22 the return mailing envelope on the Request for Exclusion shall be the exclusive means used by
23 the Settlement Administrator to determine whether a Settlement Class Member has timely
24 requested exclusion from the class and Settlement. Any Settlement Class Member who timely
25 and properly requests to be excluded from the class and Settlement shall not be entitled to any
26 benefits under the Settlement and shall not be bound by the terms of the Settlement nor shall the
27 Settlement Class Member have any right to object to the Settlement or appeal from the entry of
28 the Judgment. Settlement Class Members who do not submit a valid and timely Request for

1 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and
2 the Judgment entered in the Action if the Settlement is finally approved by the Court. No later
3 than ten (10) days after the Response Deadline, the Settlement Administrator shall provide
4 counsel for the Parties a complete list of all Settlement Class Members who submitted a Request
5 for Exclusion. Aggrieved Employees, however, cannot opt-out of this Settlement and shall be
6 bound by PAGA Released Claims even if they request exclusion from the Settlement.

7 c. Objections. The Class Notice shall state that Settlement Class Members
8 who wish to object to the Settlement must submit to the Settlement Administrator a Notice of
9 Objection by the Response Deadline or appear at the Final Approval Hearing to explain their
10 objection(s). A Notice of Objection must (1) state the full name of the Settlement Class Member;
11 (2) be signed by the Settlement Class Member; (3) state the grounds for the objection; and (4) be
12 returned to the Settlement Administrator and postmarked by the Response Deadline. Subject to
13 review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return
14 mailing envelope on the Notice of Objection shall be the exclusive means used by the Settlement
15 Administrator to determine whether a Class Member timely objected to the Settlement.
16 Settlement Class Members who do not submit a Notice of Objection or appear at the Final
17 Approval Hearing to explain their objection(s) shall be deemed to have waived any objections
18 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
19 Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit
20 or otherwise encourage or discourage Settlement Class Members from objecting to the
21 Settlement or filing an appeal from the Judgment.

22 d. Disputes Regarding the Number of Compensable Workweeks. If a
23 Settlement Class Member/Aggrieved Employee disagrees with the number of Compensable
24 Workweeks stated on his or her Information Sheet, the Settlement Class Member/Aggrieved
25 Employee must send a letter to the Settlement Administrator by the Response Deadline stating
26 the reasons why he or she disputes the number of Compensable Workweeks and provide any
27 supporting documentation. The Settlement Administrator will evaluate the evidence submitted
28 by the Settlement Class Member/Aggrieved Employee and make a decision as to the number of

1 Compensable Workweeks that should be applied and/or the Individual Settlement and/or PAGA
2 Payment to which the Settlement Class Member/Aggrieved Employee is entitled. In the absence
3 of fraud or gross negligence, Defendants records shall be presumed accurate.

4 e. Monitoring and Reviewing Settlement Administration. The Parties have
5 the right to monitor and review the administration of the Settlement to verify that the monies
6 allocated under the Settlement are distributed in the correct amount, as provided for in this
7 Stipulation.

8 f. Best Efforts. The Parties agree to use their best efforts to carry out the
9 terms of this Settlement.

10 48. Funding and Allocation of GSA. No later than thirty (30) days after the Effective
11 Date, Defendants shall provide to the Settlement Administrator in any feasible manner,
12 including, but not limited to, by way of a wire transfer, the GSA. If this Settlement is not finally
13 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective
14 for any reason, or if the Effective Date does not occur, then no portion of the GSA shall be paid.

15 a. Individual Settlement Payments. Settlement Class Members shall not be
16 required to submit a claim in order to receive a share of the Net Settlement Amount, and no
17 portion of the GSA shall revert to Defendants or result in an unpaid residue. Individual
18 Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement
19 Amount pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed
20 by the Settlement Administrator by regular First-Class U.S. Mail to each Settlement Class
21 Member's last known mailing address within ten (10) days after Defendants provide the
22 Settlement Administrator with the GSA. Prior to mailing the Individual Settlement Payments,
23 the Settlement Administrator shall perform a search based on the National Change of Address
24 Database maintained by the United States Postal Service to update and correct any known or
25 identifiable address changes.

26 i. Each Participating Class Member's Individual Settlement Payment
27 shall be calculated solely by the Settlement Administrator according to the following formula:
28 Defendants shall provide the Settlement Administrator with the Compensable Workweeks (or,

1 alternatively, the start and termination dates) for each Participating Class Member. The
2 Settlement Administrator shall then divide the Net Settlement Amount by the total number of
3 Compensable Workweeks for all Participating Class Members resulting in a value for each week
4 worked by the Participating Class Members during the Settlement Period (“Workweek Value”).
5 The Settlement Administrator shall then multiply the number of Compensable Workweeks for
6 each Participating Class Member by the Workweek Value. In addition, all Settlement Class
7 Members shall receive a pro rata share of the portion of the PAGA Payment allocated to
8 Settlement Class Members based on their Compensable Workweeks during the Settlement
9 Period.

10 ii. Individual Settlement Payments shall be made by check and shall
11 be made payable to each Settlement Class Member as set forth in this Stipulation.

12 iii. Individual Settlement Payments shall be allocated as 80%
13 penalties, 10% interest, and 10% wages. The penalty and interest portion shall not be subject to
14 withholdings and be reported on an IRS Form 1099. The wages portion shall subject to all
15 applicable tax withholdings and the Settlement Administrator shall issue an IRS Form W-2 to
16 each Settlement Class Member for the wage portion. The Settlement Administrator shall
17 calculate the amount of the Employer’s Share of Payroll Taxes and shall remit and report the
18 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
19 manner.

20 iv. Individual Settlement Payment checks shall remain negotiable for
21 one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment
22 check remains uncashed after one hundred eighty (180) days from mailing, the Settlement
23 Administrator shall distribute the value of the uncashed checks, plus any interest that has accrued
24 thereon, to Legal Aid at Work, a nonprofit organization that promotes the law consistent with the
25 objectives and purposes of the underlying cause of action and provides legal services to the
26 indigent. The Settlement Administrator shall void any tax documents issued to Settlement Class
27 Members who did not cash their checks within one hundred eighty (180) days of issuance. In
28 such event, the Settlement Class Members, except those who submitted a valid Request for

1 Exclusion, shall nevertheless remain bound by the Settlement. Prior to the Final Approval
2 Hearing, the Parties shall provide the Court the total amount that will be payable to Settlement
3 Class Members. The Parties also shall request that the Court set a date for the Parties to report to
4 the Court the total amount that was actually paid to Settlement Class Members and to submit an
5 amended judgment that directs that the sum of the uncashed checks, plus any interest that has
6 accrued thereon, be paid to Legal Aid at Work.

7 v. All monies received by Settlement Class Members under the
8 Settlement shall constitute income to such Settlement Class Members solely in the year in which
9 such monies actually are received by the Settlement Class Members. It is expressly understood
10 and agreed that the receipt of Individual Settlement Payments shall not entitle any Settlement
11 Class Member to additional compensation or benefits under any collective bargaining agreement
12 or under any bonus, contest or other compensation or benefit plan or agreement in place during
13 the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
14 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of
15 the Parties that Individual Settlement Payments provided for in this Stipulation are the sole
16 payments to be made by Defendants to Settlement Class Members in connection with this
17 Settlement, with the exception of Plaintiff, and that the Settlement Class Members are not
18 entitled to any new or additional compensation or benefits as a result of having received the
19 Individual Settlement Payments.

20 b. Class Representative Service Awards. Subject to Court approval, Plaintiff
21 shall be paid a Class Representative Service Award not to exceed Seven Thousand Five Hundred
22 Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for his time and effort in
23 bringing and presenting the Action and for releasing his claims. Defendants shall not oppose or
24 object to Plaintiff's request for Class Representative Service Awards not to exceed Seven
25 Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Class Representative Service
26 Awards shall be paid to Plaintiff from the GSA no later than ten (10) days after Defendants
27 provide the Settlement Administrator with the GSA. The Settlement Administrator shall issue an
28 IRS Form 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely

1 and legally responsible to pay any and all applicable taxes on his Class Representative Service
2 Award and shall hold harmless Defendants, Class Counsel, and Defense Counsel from any claim
3 or liability for taxes, penalties, or interest arising as a result of payment of the Class
4 Representative Service Awards. The Class Representative Service Award shall be made in
5 addition to Plaintiff's Individual Settlement Payment. Any amounts requested by Plaintiff for the
6 Class Representative Service Award and not awarded by the Court shall become part of the Net
7 Settlement Amount and shall be distributed to Settlement Class Members as part of their
8 Individual Settlement Payments.

9 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel
10 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3)
11 of the GSA, which amounts to One Hundred Sixteen Thousand Six Hundred and Sixty-Six
12 Dollars and Sixty-Six Cents (\$116,666.66). In addition, subject to Court approval, Class Counsel
13 shall be entitled to an award of reasonable costs and expenses associated with Class Counsel's
14 prosecution of the Action in an amount not to exceed Thirty-Five Thousand Dollars
15 (\$35,000.00). Class Counsel shall provide the Settlement Administrator with a properly
16 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
17 Attorneys' Fees and Expenses approved by the Court. Defendants shall not oppose or object to
18 Plaintiff's request for an award of attorneys' fees in an amount not to exceed One Hundred
19 Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) and
20 request for an award of reasonable costs and expenses not to exceed Thirty-Five Thousand
21 Dollars (\$35,000.00). In the event the Court awards Class Counsel less than One Hundred
22 Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) in
23 attorneys' fees and/or less than Thirty-Five Thousand Dollars (\$35,000.00) in costs and
24 expenses, the difference shall become part of the Net Settlement Amount and shall be distributed
25 to Settlement Class Members as part of their Individual Settlement Payments. Class Counsel
26 shall be paid any Court-awarded Attorneys' Fees and Expenses no later than ten (10) days after
27 Defendants provide the Settlement Administrator with the GSA. Class Counsel shall be solely
28 and legally responsible to pay all applicable taxes on the Attorneys' Fees and Expenses. The

1 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees
2 and Expenses. This Settlement is not conditioned upon the Court awarding Class Counsel any
3 particular amount of attorneys' fees or costs.

4 d. PAGA Payment. Thirty-Five Thousand Dollars (\$35,000.00) from the
5 GSA shall be allocated as penalties under PAGA, of which seventy-five percent (75%), or
6 Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00), shall be paid by the Settlement
7 Administrator directly to the LWDA. The remaining twenty-five percent (25%), or Eight
8 Thousand Seven Hundred Fifty Dollars (\$8,750.00) shall be distributed to Aggrieved Employees
9 regardless of whether they opt-out of the class settlement. The Settlement Administrator shall
10 calculate each Aggrieved Employee's share of the PAGA Payment based on each Aggrieved
11 Employee's pay periods worked during the PAGA Period. The pay periods for all Aggrieved
12 Employees shall be totaled and used as the divisor and each Aggrieved Employee's pay periods
13 worked shall be used as the numerator and multiplied against the \$8,750 to reach each Aggrieved
14 Employee's PAGA Payment pro-rata share. The Aggrieved Employees' PAGA Payments shall
15 be classified as 100% penalties. If the Aggrieved Employees' PAGA Payments checks remain
16 uncashed after one hundred eighty (180) days from mailing, the Settlement Administrator shall
17 distribute the value of the uncashed checks, plus any interest that has accrued thereon, to Legal
18 Aid at Work.

19 e. Settlement Administration Costs. The Settlement Administration fees and
20 expenses, which are estimated not to exceed \$10,000 shall be paid from the GSA. Prior to
21 Plaintiff filing a motion for final approval of the Settlement, the Settlement Administrator shall
22 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
23 Parties agree to cooperate in the Settlement Administration process and to make all reasonable
24 efforts to control and minimize Settlement Administration Costs.

25 i. The Parties each represent they do not have any financial interest in
26 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
27 that could create a conflict of interest.

28 ii. The Settlement Administrator shall keep the Parties timely

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1 apprised of the performance of all Settlement Administrator responsibilities required by the
2 Settlement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS
3 rules and regulations in which the GSA shall be placed and from which payments required by the
4 Settlement shall be made.

5 49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
6 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
7 grant final approval of the Settlement, including determining the amounts properly payable for:
8 (i) Attorneys' Fees and Expenses; (ii) the Class Representative Service Awards; and (iii) the
9 PAGA Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall
10 provide a written report or declaration to the Parties describing the process and results of the
11 administration of the Settlement to date, which report or declaration shall be filed by Plaintiff
12 with the Court prior to the Final Approval Hearing. If the Court grants final approval of the
13 Settlement, the Settlement Administrator shall post notice of final judgment on its website within
14 seven (7) calendar days of entry of the Judgment.

15 50. Right of Defendants to Reject Settlement. In the event that more than five percent
16 (5%) of the Settlement Class Members submit valid Requests for Exclusion, Defendants will
17 have the right, but not the obligation, to void the Settlement and the Parties will have no further
18 obligations under the Settlement, including any obligation by Defendants to pay the GSA, or any
19 amounts that otherwise would have been owed under this Stipulation, except that Defendants shall
20 pay the Settlement Administration Costs incurred as of the date that Defendants exercise their
21 right to void the Settlement. Defendants will notify Class Counsel and the Court whether they
22 are exercising this right to void not later than seven (7) business days after the Settlement
23 Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

24 51. Nullification of Settlement. In the event: (i) the Court does not enter the
25 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
26 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
27 reason (including the Right of Defendants to Reject Settlement), this Stipulation shall be
28 rendered null and void, any order or judgment entered by the Court in furtherance of this

1 Settlement shall be treated as void from the beginning and this Stipulation and any documents
2 related to it shall not be used by any Settlement Class Member or Class Counsel to support any
3 claim or request for class certification in the Action, and shall not be used in any other civil,
4 criminal, or administrative action against Defendants or any of the other Released Parties. In the
5 event an appeal is filed from the order granting final approval or Judgment, or any other appellate
6 review is sought, administration of the Settlement shall be stayed pending final resolution of the
7 appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it
8 being notified of the filing of an appeal from the Judgment, or any other appellate review, shall
9 be split 50/50 by Plaintiff and Defendants and paid to the Settlement Administrator.

10 52. No Publicity. Plaintiff and Class Counsel agree they will not issue any press
11 releases, initiate any contact with the press, respond to any press inquiry, post on any internet
12 websites, or have any communication with the press about the Action and/or the fact, amount or
13 terms of the Settlement. Prior to the date of the filing of the motion for preliminary approval,
14 Plaintiff and Class Counsel will not initiate any contact with Settlement Class Members or
15 anyone else about the Settlement, except that: (a) Class Counsel, if contacted by a Settlement
16 Class Member, may respond that a settlement has been reached and that the details will be
17 communicated in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a
18 Settlement Class Member, may respond only that the Settlement Class Member should contact
19 Class Counsel. After the Motion for Preliminary Approval is filed, Plaintiff and Plaintiff's
20 counsel can fulfill their obligations as Class Representatives and Class Counsel by
21 communicating to Class Members about this case, including the settlement therein. If Plaintiff or
22 Class Counsel violate this paragraph, including without limitation, by making a disclosure to any
23 non-party that (a) a settlement has been reached; or (b) any of the terms of the Settlement, before
24 the Court has preliminarily approved the settlement, Defendants may rescind the settlement,
25 rendering it null and void.

26 53. No Admission by Defendants. Defendants deny all claims alleged in this Action
27 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its
28 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,

1 and none shall be used against Defendants as an admission or indication with respect to any
2 claim of any fault, concession, or omission by Defendants or that class certification is proper
3 under the standard applied to contested certification motions. The Parties stipulate and agree to
4 the certification of the proposed class for settlement purposes only. The Parties further agree that
5 this Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a
6 class action should be certified or (ii) Defendants are liable to Plaintiff or any Settlement Class
7 Member, other than according to the terms of this Stipulation.

8 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
9 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
10 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings
11 of any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

12 55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
13 all proceedings in the Action, except such proceedings necessary to implement and complete the
14 Settlement and enter the Judgment.

15 56. Amendment or Modification. This Stipulation may be amended or modified only
16 by a written instrument signed by counsel for all Parties or their successors-in-interest, subject to
17 the Court's approval.

18 57. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
19 agreement between the Parties, and no oral or written representations, warranties, or inducements
20 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits, other than
21 the representations, warranties, and covenants contained and memorialized in this Stipulation and
22 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
23 binding on the Parties.

24 58. Authorization to Enter into Stipulation. Class Counsel and Defense Counsel
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and

1 Defense Counsel shall cooperate with each other and use their best efforts to effect the
2 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
3 form or content of any document needed to implement the Settlement, or on any supplemental
4 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
5 seek the assistance of the Court and/or mediator Todd Smith to resolve such disagreement. The
6 person(s) signing this Stipulation on behalf of Defendants represents and warrants that they are
7 authorized to sign this Stipulation on behalf of Defendants. Plaintiff represents and warrant they
8 are authorized to sign this Stipulation and they have not assigned any claim, or part of a claim,
9 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
10 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
11 shall not be construed against any of the Parties.

12 59. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
13 inure to the benefit of, the successors and assigns of the Parties.

14 60. California Law Governs. All terms of this Stipulation and the Exhibits hereto
15 shall be governed by and interpreted according to the laws of the State of California, without
16 giving effect to any law that would cause the laws of any jurisdiction other than the State of
17 California to be applied.

18 61. Counterparts. This Stipulation may be executed in one or more counterparts by
19 facsimile, electronic signature, DocuSign, or email which for purposes of this Stipulation shall be
20 accepted as an original. All executed counterparts and each of them shall be deemed to be one
21 and the same instrument. Any executed counterpart will be admissible in evidence to prove the
22 existence and contents of this Stipulation.

23 62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
24 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
25 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
26 Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
28 orders and judgments entered in connection therewith. If an action is brought to enforce the

1 terms of this Settlement, the prevailing party shall be entitled to his/its reasonable attorneys' fees
2 and costs.

3 64. Invalidity of Any Provision. Before declaring any term or provision of this
4 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
5 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
6 all provisions of this Stipulation as valid and enforceable.

7 65. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
8 Settlement Class Members are so numerous, it is impossible or impractical to have each
9 Settlement Class Member execute the Stipulation. The Class Notice shall advise all Settlement
10 Class Members of the binding nature of the Settlement, and the release of Released Claims and
11 shall have the same force and effect as if this Stipulation were executed by each Settlement Class
12 Member.

13
14 Dated: _____, 2022
15 _____
16 Plaintiff Zachary Kahn

17 Dated: _____, 2022
18 _____
19 Defendant Los Angeles Maison, LLC
20 By: _____
21 Its: _____

22 Dated: _____, 2022
23 _____
24 Defendant ACCOR Management US Inc.
25 By: _____
26 Its: _____
27
28

1 Approved as to form and content:

2
3 Dated: _____, 2022 KESSELMAN BRANTLY STOCKINGER LLP

4
5 By: _____
6 Majed Dakak
7 Attorneys for Plaintiffs

8 Dated: _____, 2022 HYUN LEGAL, APC

9
10 By: _____
11 Dennis S. Hyun
12 Attorneys for Plaintiffs

13 Dated: _____, 2022 MICHELMAN & ROBINSON, LLP

14
15 By: _____
16 Dana A. Kravetz
17 Lara A.H. Shortz
18 Amanda K. Monroe
19 Attorneys for Defendants
20
21
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EXHIBIT 1

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Zachary Kahn v. Los Angeles Maison, LLC and Accor Management US INC
Los Angeles Superior Court, Case No. 20STCV18592

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former employees employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017, through [the date of the Court's order granting preliminary approval].

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Zachary Kahn ("Plaintiff"), a former employee of Los Angeles Maison, LLC, against Los Angeles Maison, LLC and Accor Management US Inc. ("Defendants") on May 11, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV18592

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code, and asserts claims pursuant to the California Private Attorneys General Act. Specifically, Plaintiff's operative Fourth Amended Complaint alleges as follows against Defendants: (1) Violation of California Labor Code § 226(a) (Inaccurate Wage Statements); (2) Violation of Labor Code §§ 510 and 1194 (Unpaid Overtime, including claims related to the calculation of the regular rate of pay); (3) Violation of Labor Code § 1194, 1197 and 1197.1 (Failure to Pay Minimum and Overtime Wages – Based on Off-The-Clock Work); (4) Violation of Labor Code §§ 226.7 (Failure to Provide Rest Breaks); (5) Violation of Labor Code §§ 226.7 and 512 (Failure to Provide Meal Periods) (6) Violation of California Business and Professions Code §§ 17200, et seq. (Unfair Competition and Business Practices); and (7) claims pursuant to the California Private Attorneys General Act ("PAGA").

The lawsuit claims that the Defendants violated the California Labor Code, the California Business and Professions Code, and PAGA - entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action and PAGA action?

In a class action, one or more people called the Class Representative (in this case Zachary Kahn also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all current and former employees employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017 through [the date of the Court's order granting preliminary approval]). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

In a PAGA action, the Plaintiff acts in a representative capacity on behalf of similarly situated employees. These similarly situated employees are "Aggrieved Employees" which means here all persons employed by Defendants in California as hourly-paid, non-exempt employees at any time during the PAGA Period from May 5, 2019, through [the date of the Court's order granting preliminary approval].

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3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the **Amended** Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”). On **[DATE OF PRELIMINARY APPROVAL]**, the Court granted preliminary approval of the Settlement, appointed Plaintiff Zachary Kahn as the Class Representative, and appointed his attorneys, Dennis Hyun of Hyun Legal, APC and Majed Dakak of Kesselman Brantly Stockinger LLP, as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

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WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017 through **[the date of the Court’s order granting preliminary approval]**.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel, and the costs to administer the settlement.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or One Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00).
- C. **Service Payment to the Class Representative** not to exceed Thousand Five Hundred Dollars (\$7,500.00); and
- D. **Settlement Administration Costs** not to exceed Ten Thousand Dollars (\$10,000.00)
- E. **PAGA Payment. Thirty-Five Thousand Dollars.** Thirty-Five Thousand Dollars (\$35,000.00) from the Gross Settlement Amount shall be allocated as penalties under PAGA, of which seventy-five percent (75%), or Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00), shall be paid by the Settlement Administrator directly to the LWDA. The remaining twenty-five percent (25%), or Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) shall be distributed to Settlement Class Members as part of their Individual Settlement Payments.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as a non-exempt employee of Los Angeles Maison, LLC from April 14, 2017 through **[the date of the Court’s order granting preliminary approval]**. (“Class Period”). In addition, all **Aggrieved Employees** shall receive a *pro rata* share of the

Deleted: Settlement Class Members

portion of the PAGA Payment allocated to Settlement Class Members based on the number of pay periods worked during the PAGA Period (May 5, 2019, through the date of preliminary approval). Your Individual Settlement Payment includes your estimated share of the Net Settlement Amount.

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Your Individual Settlement Payment will be apportioned as 80% penalties, 10% interest, and 10% wages. Your PAGA Payment shall be reported as 100% penalties. The penalty and interest portion shall not be subject to withholdings and be reported on an IRS Form 1099. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendants separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period and XXX pay periods during the PAGA Period. Your Individual Settlement Payment is \$XXX.XX and your estimated PAGA Payment is \$XXXX. The amount of your Individual Settlement Payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

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This Amount was determined based on Los Angeles Maison, LLC's record of your employment between April 14, 2017 through [INSERT DATE], and is presumed correct. If you dispute the accuracy of Los Angeles Maison, LLC's records as to the number of weeks worked during the Class Period and/or pay periods worked during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
[Telephone No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

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Class Members' Released Claims

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the below Class Members' Released Claims.

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The "Released Parties" include Defendants Los Angeles Maison, LLC and Accor Management US Inc. as named by Plaintiff in the operative complaint, and their affiliated, predecessor and successor entities, and each such entity's respective present and former subsidiaries, affiliates, parents, shareholders, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

"Class Members' Released Claims" means all Participating Class Members will release the Released Parties from any and all claims under the California Labor Code arising from, or relating to, the factual allegations pled in the

operative complaint for any acts occurring from April 14, 2017 through the date that the Court grants preliminary approval of class action settlement [INSERT DATE].

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EXCLUDING YOURSELF FROM THE RELEASE OF CLAIMS

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This release of these claims pertains to the Class Period from April 14, 2017 through [INSERT DATE].¶

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. Please be advised, that you cannot exclude yourself from the PAGA Payment and PAGA Released Claims. In other words, even if you opt-out of the Settlement, you are still bound by the PAGA Released Claims and you will still receive your share of the PAGA Payment.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: "I wish to exclude myself from the class action settlement reached in the matter of *Zachary Kahn v. Los Angeles Maison, LLC and Accor Management US Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, postmarked by [DATE]. You cannot exclude yourself by phone.

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims.

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendant(s) and/or the Released Parties, regarding the Released Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No as to your Individual Settlement Payment. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Defendants and/or Released Parties for Released Claims. You will also receive your share of the PAGA Payment even if you opt-out.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Dennis Hyun of Hyun Legal, APC and Majed Dakak of Kesselman Brantly Stockinger LLP as Class Counsel. The firms' contact information is:

HYUN LEGAL, APC

Dennis S. Hyun (SBN 224240)
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

**KESSELMAN BRANTLY STOCKINGER
LLP**

Majed Dakak (SBN 271875)
1230 Rosecrans Avenue, Suite 400
Manhattan Beach, CA 90266
Telephone: (310) 307-4555
Facsimile: (310) 307-4570

Class Counsel will ask the Court for attorneys' fees of up to One Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) and reimbursement of litigation cost/expenses of up to Thirty-Five Thousand Dollars (\$35,000.00). These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2022, at the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” at <https://www.lacourt.org/lacc/>.

16. How will I learn if the settlement was approved?

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If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www.[REDACTED]) within seven (7) days after entry of the judgment.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement and PAGA Payments will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to Legal Aid at Work, a nonprofit organization that promotes the law consistent with the objectives and purposes of the underlying cause of action and provides legal services to the indigent.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at www.[REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT 2

CLASS ACTION SETTLEMENT INFORMATION SHEET

Kahn v. Los Angeles Maison, LLC, et al.
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 20STCV18592

NOTE: Please read the enclosed Notice of Class and Representative Action Settlement (“Notice”) before reading and this Information Sheet.

This Information Sheet is being sent by the Court-appointed settlement administrator, Simpluris, in the lawsuit entitled *Kahn v. Los Angeles Maison, LLC, et al.* The settlement of the lawsuit against Los Angeles Maison, LLC and Accor Management US Inc. (“Defendants”) described in the attached Notice will pay you an amount based on the number of workweeks you worked for Los Angeles Maison, LLC in California as an hourly-paid, non-exempt employee during the Settlement Period [April 14, 2017 through *****[PRELIMINARY APPROVAL]**].

1. INSTRUCTIONS.

Please review your personal information and the number of workweeks you worked for Los Angeles Maison, LLC as an hourly, non-exempt employee in California during the time period of April 14, 2017, to **XXXX [INSERT DATE OF PRELIMINARY APPROVAL]**. Your estimated Individual Settlement Payment is **\$*******. **If the information is correct, you do not need to take any action with respect to this form.** However, if any of the information on this Information Sheet is not correct, you will need to inform the settlement administrator of any inaccuracies by providing the correct information on this form, signing it, and returning it to the settlement administrator as described below.

Once you have signed this form, you must return it to the settlement administrator, Simpluris, by mail. The settlement administrator is located at **[SETTLEMENT ADMINISTRATOR MAILING ADDRESS]**; Fax: **(XXX) XXX-XXXX**. To be considered valid, your Information Sheet must be completed and signed, and must be postmarked or received by the settlement administrator by **no later than [DATE]** (45 calendar days after mailing of the Notice).

2. PERSONAL INFORMATION.

Please review your contact information and make any necessary corrections if the information is not correct.

	<u>Correction</u>
Name: [FULL NAME OF EMPLOYEE]	_____
Former Name(s) (if any): N/A	_____
Residence Address: [123 ANY AVE.]	_____
City, State, Zip Code: [ANYTOWN, US 12345]	_____
Social Security No.: xxx-xx- XXXX (last four digits only)	_____

If you move from the above address, please notify the settlement administrator of your new address. It is your responsibility to make sure that the settlement administrator has your current address on file.

3. NUMBER OF WORKWEEKS TO BE INCLUDED IN THE SETTLEMENT.

According to Defendants' records, you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during a total of **XXX workweeks** during the time period of April 14, 2017, to XXX [DATE OF PRELIM APPROVAL]. If you believe that **XXX workweeks** is not the correct amount of time you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time period of April 14, 2017, to XXX [preliminary approval date], in the space designated below, please write (i) the starting date, (ii) the ending date, and (iii) the total number of workweeks you believe you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time period of July 2, 2011 to XXX [preliminary approval date]. Only workweeks in which you worked as an hourly, non-exempt employee will count as work time.

Starting Date: _____

Ending Date: _____

Total Number
Of Weeks Worked: _____

Please also attach any documents that support your claim (such as paystubs, time cards, or other documents that prove you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time frame). You should submit documentation in support of *each* work period of time you believe should be included. If you do not provide such documentation, the settlement administrator may not have the evidence it requires to change the information contained in Los Angeles Maison, LLC's records; in the absence of supporting documentation for any correction, Los Angeles Maison, LLC's records will control. If there is a dispute about the accuracy of Los Angeles Maison, LLC's records and/or your supporting documentation, the Settlement Administrator will review all records and make the final decision on this issue.

If you do not submit a corrected number of workweeks within the 45-day deadline, you will not be able to challenge the above pre-printed information.

The settlement administrator will calculate your share of the settlement proceeds on the basis of the total number of workweeks you worked during the Settlement Period. The exact amount of your portion of the settlement will be determined after the Court finally approves the settlement, as described in the Notice.

4. QUESTIONS?

If you have questions regarding this Information Sheet or the settlement, please contact the settlement administrator, toll free, at: **(XXX) XXX-XXXX**.

Dated: _____

Signed: _____
[Pre-printed name of employee]

EXHIBIT B

1 Majed Dakak (SBN 271875)
2 *mdakak@kbslaw.com*
3 KESSELMAN BRANTLY STOCKINGER LLP
4 1230 Rosecrans Avenue, Suite 400
5 Manhattan Beach, CA 90266
6 (310) 307-4555
7 (310) 307-4570 (Fax)

8 Dennis S. Hyun (SBN 224240)
9 *dhyun@hyunlegal.com*
10 HYUN LEGAL, APC
11 515 S. Figueroa Street, Suite 1250
12 Los Angeles, CA 90071
13 (213) 488-6555
14 (213) 488-6554 (Fax)

15 Attorneys for PLAINTIFF and the PUTATIVE
16 CLASS

17 Dana A. Kravetz (SBN 179718)
18 Lara A.H. Shortz (SBN 239609)
19 Amanda K. Monroe (SBN 276063)
20 **MICHELMAN & ROBINSON, LLP**
21 10880 Wilshire Boulevard, 19th Floor
22 Los Angeles, CA 90024
23 Telephone: (310) 299-5500
24 Facsimile: (310) 299-5600

25 Attorneys for Defendants
26 LOS ANGELES MAISON, LLC and ACCOR
27 MANAGEMENT US INC

28 SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

29 ZACHARY KAHN, as an individual and on
30 behalf of all others similarly situated,

31 Plaintiff,

32 vs.

33 LOS ANGELES MAISON, LLC, a California
34 limited liability company; ACCOR
35 MANAGEMENT US INC.; and DOES 1
36 through 10, inclusive,

37 Defendant

CASE NO. 20STCV18592

**AMENDED STIPULATION OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between Plaintiff Zachary Kahn (“Kahn”) and
2 individually and on behalf of all others similarly situated, on the one hand, and Defendants LOS
3 ANGELES MAISON, LLC (“Los Angeles Maison”) and ACCOR MANAGEMENT US INC
4 (“Accor”) on the other hand, and subject to the approval of the Court, that the claims alleged in
5 the Action are hereby compromised and settled pursuant to the terms and conditions set forth in
6 this Stipulation of Class and Representative Action Settlement (“Stipulation”) and that the Court
7 shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth
8 below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means the action entitled *Kahn v. Los Angeles Maison, LLC, et al.* Los
12 Angeles County Superior Court Case No. 20STCV18592.

13 2. “Aggrieved Employees” means all persons employed by Los Angeles Maison,
14 LLC in California as hourly-paid, non-exempt employees at any time during the PAGA Period.

15 3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class
16 Counsel’s litigation and resolution of this Action (not to exceed one-third of the GSA), and Class
17 Counsel’s expenses and costs reasonably incurred in connection with the Action.

18 4. “Class Counsel” means Dennis Hyun of Hyun Legal, APC and Majed Dakak of
19 Kesselman Brantly Stockinger LLP.

20 5. “Class Information” means information regarding Settlement Class Members and
21 Aggrieved Employees that Defendants shall in good faith compile from their records and shall be
22 authorized by the Court to transmit in a confidential, secured manner to the Settlement
23 Administrator. Class Information shall be transmitted in electronic form and shall include each
24 Settlement Class Member’s full name; last known address; Social Security number; total number
25 of Compensable Workweeks (or, alternatively, the start and termination dates for each Settlement
26 Class Member); and total number of pay periods worked by Aggrieved Employees during the
27 PAGA Period.
28

1 6. “Class Notice” means the Notice of Class and Representative Action Settlement,
2 substantially in the form attached hereto as Exhibit 1, which shall be subject to Court approval
3 and which the Settlement Administrator shall mail to each Settlement Class Member explaining
4 the terms of this Stipulation and the Settlement.

5 7. “Class Representative Service Awards” means the amount the Court authorizes to
6 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payments, in recognition of
7 Plaintiff’s efforts and risks in prosecuting the Action.

8 8. “Compensable Workweeks” means the total number of workweeks during which
9 a Settlement Class Member performed work for Defendants in California as an hourly-paid, non-
10 exempt employee during the Settlement Period, based on Defendants’ records, and which shall
11 be used to calculate the Individual Settlement Payments. A workweek shall include any regular
12 workweek in which a Settlement Class Member worked one or more calendar days.

13 9. “Defendants” means defendants LOS ANGELES MAISON, LLC and ACCOR
14 MANAGEMENT US INC.

15 10. “Defense Counsel” means Dana Kravetz and Lara A.H. Shortz of Michelman &
16 Robinson, LLP.

17 11. “Effective Date” means: (i) the date that the Court grants final approval and enters
18 judgment thereon if there are no objections; or (ii) if there are any objections, the date that the
19 deadline to seek appellate review of the Court’s final approval of the Settlement has passed
20 without the filing of a timely appeal or request for review; or (ii) if an appeal, review, or writ is
21 sought from the Court’s final approval of the Settlement, the date on which all appellate and/or
22 other proceedings resulting from the appeal, review, or writ have been finally terminated in such
23 a manner as to permit the Judgment to take effect without material modification.

24 12. “Employer’s Share of Payroll Taxes” means Defendant Los Angeles Maison’s
25 portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the
26 Individual Settlement Payments that constitutes wages. The Employer’s Share of Payroll Taxes
27 shall be submitted by Defendants to the Settlement Administrator in addition to the GSA.

28 13. “Final Approval Hearing” means the hearing to be conducted by the Court after

1 the filing of an appropriate motion by Plaintiff and following appropriate notice to Settlement
2 Class Members giving Settlement Class Members an opportunity to request exclusion from the
3 class and Settlement and to object to the Settlement, at which time Plaintiff shall request that the
4 Court finally approve the Settlement, enter the Judgment, and take other appropriate action.

5 14. "Gross Settlement Amount" or "GSA" means the maximum amount Defendants
6 shall pay in connection with this Settlement, by way of a common fund, which shall be inclusive
7 of all Individual Settlement Payments, Attorneys' Fees and Expenses, the Class Representative
8 Service Awards, Settlement Administration Costs, and the PAGA Payment. Subject to Court
9 approval and the terms of this Stipulation, the maximum GSA that Defendants shall be required
10 to pay is Three Hundred Fifty Thousand Dollars (\$350,000.00).

11 15. "Individual Settlement Payment" means the amount payable from the Net
12 Settlement Amount to each Settlement Class Member.

13 16. "Information Sheet" means the form that shall be prepared by the Settlement
14 Administrator and sent to each Settlement Class Member that sets forth the total number of
15 Compensable Workweeks and the estimated Individual Settlement Payment for the Settlement
16 Class Member, substantially in the form attached hereto as Exhibit 2.

17 17. "Judgment" means the judgment to be entered by the Court upon granting final
18 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
19 Members.

20 18. "LWDA" means the California Labor and Workforce Development Agency.

21 19. "LWDA Payment" means the portion of the PAGA Payment payable to the
22 LWDA.

23 20. "Net Settlement Amount" means the GSA, less Attorneys' Fees and Expenses, the
24 Class Representative Service Awards, Settlement Administration Costs, and the PAGA Payment.

25 21. "Notice of Objection" means a Settlement Class Member's written objection to
26 the Settlement.

27 22. "Notice Packet" means the packet of documents which shall be mailed to all
28 Settlement Class Members by the Settlement Administrator, including the Class Notice and

1 Information Sheet, both in English and Spanish.

2 23. "PAGA" means the Labor Code Private Attorneys General Act of 2004,
3 California Labor Code section 2698, et seq.

4 24. "PAGA Payment" means the amount payable from the GSA to resolve the PAGA
5 claim alleged in the Action, of which seventy-five percent (75%) shall be paid to the LWDA and
6 twenty-five percent (25%) shall be paid to Aggrieved Employees.

7 25. "PAGA Period" means at any time from May 5, 2019, through the date that the
8 Court grants preliminary approval of the class action settlement.

9 26. "PAGA Released Claims" means any and all claims under California Labor Code
10 §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from, or relating to, the
11 factual allegations pled in the operative complaint and in Plaintiffs' written notices submitted to
12 the LWDA for any acts occurring during the PAGA Period.

13 27. "Participating Class Members" means Plaintiff and all other Settlement Class
14 Members who do not submit a valid and timely Request for Exclusion.

15 28. "Parties" means Plaintiff and Defendants.

16 29. "Plaintiff" means plaintiff Zachary Kahn.

17 30. "Preliminary Approval Order" means the order to be issued by the Court
18 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
19 setting the date of the Final Approval Hearing, and granting preliminary approval of the
20 Settlement set forth in this Stipulation, among other things.

21 31. "Released Claims" means the release of claims as set forth in Paragraph 46 herein.

22 32. "Released Parties" means Defendants and their affiliated, predecessor and
23 successor entities, and each such entity's respective present and former subsidiaries, affiliates,
24 parents, shareholders, agents, employees, members, investors, partners, owners, directors,
25 officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

26 33. "Request for Exclusion" means a written request by a Settlement Class Member to
27 opt out of, or exclude oneself from, the Settlement.

28 34. "Response Deadline" means the date forty-five (45) days after the Settlement

1 Administrator mails the Notice Packets to Settlement Class Members and the last date on which
2 Settlement Class Members may submit a Request for Exclusion, Notice of Objection, or dispute
3 regarding the number of Compensable Workweeks stated on their respective Information Sheet.

4 35. "Settlement" means the final and complete disposition of the Action pursuant to
5 this Stipulation.

6 36. "Settlement Administration Costs" means the reasonable costs and fees of
7 administering the Settlement to be paid from the GSA, including, but not limited to: (i)
8 translating the Class Notice and Information Sheet into Spanish; (ii) printing, mailing and re-
9 mailing (if necessary) of Notice Packets to Settlement Class Members; (iii) preparing and
10 submitting to Settlement Class Members and government entities all appropriate tax filings and
11 forms; (iv) computing the amount of and distributing Individual Settlement Payments, the Class
12 Representative Service Award, Attorneys' Fees and Expenses, and the LWDA Payment; (v)
13 processing and validating Requests for Exclusion and Notices of Objection; (vi) establishing a
14 Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vii)
15 calculating and remitting to the appropriate government agencies all employer and employee
16 payroll tax obligations arising from the Settlement and preparing and submitting filings required
17 by law in connection with the payments required by the Settlement.

18 37. "Settlement Administrator" means Simpluris, Inc. or another third-party
19 administrator mutually agreed-upon by the Parties that will be responsible for the administration
20 of the Settlement pursuant to the terms of the Stipulation.

21 38. "Settlement Class Members" means all persons employed by Defendants in
22 California as hourly-paid, non-exempt employees during the Settlement Period.

23 39. "Settlement Period" means the time period from April 14, 2017, through the date
24 of the Court's order granting preliminary approval.

25 **RECITALS**

26 37. Procedural History. On May 11, 2020, Kahn filed a complaint against
27 Defendants. The operative Fourth Amended Complaint alleges: (1) Violation of California Labor
28 Code § 226(a) (Inaccurate Wage Statements); (2) Violation of Labor Code §§ 510 and 1194

1 (Unpaid Overtime, including claims related to the calculation of the regular rate of pay); (3)
2 Violation of Labor Code § 1194, 1197 and 1197.1 (Failure to Pay Minimum and Overtime
3 Wages – Based on Off-The-Clock Work); (4) Violation of Labor Code §§ 226.7 (Failure to
4 Provide Rest Breaks); (5) Violation of Labor Code §§ 226.7 and 512 (Failure to Provide Meal
5 Periods) (6) Violation of California Business and Professions Code §§ 17200, et seq. (Unfair
6 Competition and Business Practices); and (7) claims pursuant to the California Private Attorneys
7 General Act (“PAGA”).

8 38. On December 22, 2021, the Parties participated in a private mediation session
9 with mediator Todd Smith. At the conclusion of the mediation, the Parties came to an agreement
10 that would resolve the Action in its entirety. The mediator memorialized the settlement in a
11 Memorandum of Understanding to the Parties.

12 40. Benefits of Settlement to Plaintiff and the Settlement Class Members. Plaintiff
13 and Class Counsel recognize the expense and length of continued proceedings necessary to
14 litigate Plaintiff’s claims in the Action through trial and through any possible appeals. Plaintiff
15 also has taken into account the uncertainty and risks of the outcome of further litigation, and the
16 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
17 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
18 generally and in response to Defendants’ defenses thereto, and the difficulties in establishing
19 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
20 also have taken into account Defendants’ agreement to enter into a settlement that confers
21 substantial benefits upon the Settlement Class Members and Defendant Los Angeles Maison’s
22 financial condition as verified by Defendant Los Angeles Maison. Based on the foregoing,
23 Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation is
24 fair, adequate, and reasonable and is in the best interests of all Settlement Class Members.

25 41. Defendants’ Reasons for Settlement. Defendants have concluded that any further
26 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
27 Defendants’ time, energy, and resources have been, and unless this Settlement is completed, shall
28 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendants also have

1 taken into account the risks of further litigation in reaching its decision to enter into this
2 Settlement. Even though Defendants contend they are not liable for any of the claims alleged by
3 Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
4 terms set forth in this Stipulation and to put to rest the claims alleged in the Action. Defendants
5 have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not
6 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
7 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
8 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
9 admission by or against Defendants as to the merits or lack thereof of the claims asserted in the
10 Action. Defendants contend they have complied with all applicable state, federal and local laws.

11 **TERMS OF SETTLEMENT**

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

14 42. Binding Settlement. This Settlement shall bind the Parties and all Settlement
15 Class Members, subject to the terms and conditions hereof and the Court's approval.

16 43. Tax Liability. The Parties make no representations as to the tax treatment or legal
17 effect of the payments specified herein, and Settlement Class Members are not relying on any
18 statement or representation by the Parties, Class Counsel, or Defense Counsel in this regard.
19 Settlement Class Members understand and agree that they shall be responsible for the payment of
20 all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class
21 Counsel, and Defense Counsel free and harmless from and against any claims resulting from
22 treatment of such payments as non-taxable, including the treatment of such payments as not
23 subject to withholding or deduction for payroll and employment taxes.

24 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
25 of this Stipulation, and no written communication or disclosure between or among the Parties,
26 Class Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any
27 such communication or disclosure constitute or be construed or be relied upon as, tax advice
28 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as

1 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
2 independent legal and tax counsel for advice (including tax advice) in connection with this
3 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other
4 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
5 communication or disclosure by any attorney or adviser to any other party to avoid any tax
6 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
7 other party has imposed any limitation that protects the confidentiality of any such attorney's or
8 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
9 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
10 transaction contemplated by this Stipulation.

11 45. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
12 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
13 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
14 cooperatively to have this Settlement presented to the Court for preliminary approval. The
15 Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to
16 Settlement Class Members as specified herein. The Parties agree that provisional certification of
17 the class is for settlement purposes only and is in no way an admission by Defendants in the
18 Action or in any other proceeding that class certification is proper.

19 46. Release of Claims.

20 a. Participating Class Members' Released Claims. Upon full payment of the
21 GSA by Defendants to the Settlement Administrator, all Participating Class Members will
22 release the Released Parties from any and all claims under the California Labor Code arising
23 from, or relating to, the factual allegations pled in the operative complaint for any acts occurring
24 during the Settlement Period.

25 b. Aggrieved Employees' PAGA Released Claims. Upon full payment of the
26 GSA by Defendants, all Aggrieved Employees will release the Released Parties from the PAGA
27 Released Claims, regardless of whether the Aggrieved Employee opts-out of the class settlement.
28 In other words, Aggrieved Employees cannot opt-out of the PAGA Payment and the PAGA

Released Claims.

c. Plaintiff's Released Claims. Upon full payment of the GSA by Defendants to the Settlement Administrator, Plaintiff shall be deemed to have released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, against Defendants or any of the other Released Parties, arising at any time prior to entry of the Judgment, including but not limited to those claims raised in the Action, and those arising from or related to Plaintiff's employment with Defendants. This release excludes only the release of claims not permitted by law.

As to the Released Claims only, Plaintiff expressly waive 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 their Released Claims, Plaintiff expressly acknowledge that this Settlement is intended to include in its effect, without limitation, all Released Claims which Plaintiff do not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

47. Settlement Administration.

a. Within fourteen (14) days of entry of the Preliminary Approval Order,

1 Defendants shall provide the Settlement Administrator with the Class Information for purposes
2 of mailing the Notice Packets to Settlement Class Members.

3 i. Notice by First Class U.S. Mail. Upon receipt of the Class
4 Information, the Settlement Administrator shall perform a search based on the National Change
5 of Address Database maintained by the United States Postal Service to update and correct any
6 known or identifiable address changes. Within fourteen (14) days after receiving the Class
7 Information from Defendants as provided herein, the Settlement Administrator shall mail copies
8 of the Notice Packet to all Settlement Class Members/Aggrieved Employees via regular First-
9 Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the
10 current mailing address for each Settlement Class Member/Aggrieved Employee. The address
11 identified by the Settlement Administrator as the current mailing address shall be presumed to be
12 the most current mailing address for each Settlement Class Member/Aggrieved Employee. The
13 Parties agree that this procedure for notice provides the best notice practicable to Settlement
14 Class Members and fully complies with due process.

15 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
16 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
17 mailed to the forwarding address affixed thereto within seven (7) calendar days of the Settlement
18 Administrator receiving notice of the non-deliverable Notice Packet. If no forwarding address is
19 provided, the Settlement Administrator shall promptly attempt to determine a correct address by
20 the use of skip-tracing, or other type of automated search, using the name, address and/or Social
21 Security number of the Settlement Class Member/Aggrieved Employee involved, and shall then
22 perform a re-mailing to the Settlement Class Member/Aggrieved Employee whose Notice Packet
23 was returned as non-deliverable, assuming another mailing address is identified by the Settlement
24 Administrator. If a Notice Packet is re-mailed to a Settlement Class Member less than ten (10)
25 days prior to the Response Deadline, the Settlement Class Member shall have his or her
26 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-
27 mails the Notice Packet. If these procedures are followed, notice to Settlement Class Members
28 shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet

1 does not receive the Notice Packet, the intended recipient shall nevertheless remain a Settlement
2 Class Member and shall be bound by all terms of the Settlement and the Judgment.

3 iii. Determination of Individual Settlement Payments. The Settlement
4 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
5 Payment under the terms of this Stipulation. The Settlement Administrator's determination of
6 the eligibility for and amount of each Individual Settlement Payment shall be binding upon the
7 Settlement Class Member and the Parties, yet subject to review by Class Counsel, Defense
8 Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be
9 presumed accurate.

10 iv. Disputes Regarding Administration of Settlement. Any dispute not
11 resolved by the Settlement Administrator concerning the administration of the Settlement shall
12 be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties
13 shall confer in good faith and make use of the services of mediator Todd Smith if necessary, to
14 resolve the dispute without the necessity of involving the Court.

15 b. Requests for Exclusion. The Class Notice shall explain that Settlement
16 Class Members who wish to exclude themselves from the class and Settlement must timely
17 submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The
18 Request for Exclusion must: (1) contain the name, address, and telephone number of the
19 Settlement Class Member requesting exclusion; (2) be signed by the Settlement Class Member;
20 and (3) be returned to the Settlement Administrator and postmarked by the Response Deadline.
21 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
22 the return mailing envelope on the Request for Exclusion shall be the exclusive means used by
23 the Settlement Administrator to determine whether a Settlement Class Member has timely
24 requested exclusion from the class and Settlement. Any Settlement Class Member who timely
25 and properly requests to be excluded from the class and Settlement shall not be entitled to any
26 benefits under the Settlement and shall not be bound by the terms of the Settlement nor shall the
27 Settlement Class Member have any right to object to the Settlement or appeal from the entry of
28 the Judgment. Settlement Class Members who do not submit a valid and timely Request for

1 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and
2 the Judgment entered in the Action if the Settlement is finally approved by the Court. No later
3 than ten (10) days after the Response Deadline, the Settlement Administrator shall provide
4 counsel for the Parties a complete list of all Settlement Class Members who submitted a Request
5 for Exclusion. Aggrieved Employees, however, cannot opt-out of this Settlement and shall be
6 bound by PAGA Released Claims even if they request exclusion from the Settlement.

7 c. Objections. The Class Notice shall state that Settlement Class Members
8 who wish to object to the Settlement must submit to the Settlement Administrator a Notice of
9 Objection by the Response Deadline or appear at the Final Approval Hearing to explain their
10 objection(s). A Notice of Objection must (1) state the full name of the Settlement Class Member;
11 (2) be signed by the Settlement Class Member; (3) state the grounds for the objection; and (4) be
12 returned to the Settlement Administrator and postmarked by the Response Deadline. Subject to
13 review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return
14 mailing envelope on the Notice of Objection shall be the exclusive means used by the Settlement
15 Administrator to determine whether a Class Member timely objected to the Settlement.
16 Settlement Class Members who do not submit a Notice of Objection or appear at the Final
17 Approval Hearing to explain their objection(s) shall be deemed to have waived any objections
18 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
19 Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit
20 or otherwise encourage or discourage Settlement Class Members from objecting to the
21 Settlement or filing an appeal from the Judgment.

22 d. Disputes Regarding the Number of Compensable Workweeks. If a
23 Settlement Class Member/Aggrieved Employee disagrees with the number of Compensable
24 Workweeks stated on his or her Information Sheet, the Settlement Class Member/Aggrieved
25 Employee must send a letter to the Settlement Administrator by the Response Deadline stating
26 the reasons why he or she disputes the number of Compensable Workweeks and provide any
27 supporting documentation. The Settlement Administrator will evaluate the evidence submitted
28 by the Settlement Class Member/Aggrieved Employee and make a decision as to the number of

1 Compensable Workweeks that should be applied and/or the Individual Settlement and/or PAGA
2 Payment to which the Settlement Class Member/Aggrieved Employee is entitled. In the absence
3 of fraud or gross negligence, Defendants records shall be presumed accurate.

4 e. Monitoring and Reviewing Settlement Administration. The Parties have
5 the right to monitor and review the administration of the Settlement to verify that the monies
6 allocated under the Settlement are distributed in the correct amount, as provided for in this
7 Stipulation.

8 f. Best Efforts. The Parties agree to use their best efforts to carry out the
9 terms of this Settlement.

10 48. Funding and Allocation of GSA. No later than thirty (30) days after the Effective
11 Date, Defendants shall provide to the Settlement Administrator in any feasible manner,
12 including, but not limited to, by way of a wire transfer, the GSA. If this Settlement is not finally
13 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective
14 for any reason, or if the Effective Date does not occur, then no portion of the GSA shall be paid.

15 a. Individual Settlement Payments. Settlement Class Members shall not be
16 required to submit a claim in order to receive a share of the Net Settlement Amount, and no
17 portion of the GSA shall revert to Defendants or result in an unpaid residue. Individual
18 Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement
19 Amount pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed
20 by the Settlement Administrator by regular First-Class U.S. Mail to each Settlement Class
21 Member's last known mailing address within ten (10) days after Defendants provide the
22 Settlement Administrator with the GSA. Prior to mailing the Individual Settlement Payments,
23 the Settlement Administrator shall perform a search based on the National Change of Address
24 Database maintained by the United States Postal Service to update and correct any known or
25 identifiable address changes.

26 i. Each Participating Class Member's Individual Settlement Payment
27 shall be calculated solely by the Settlement Administrator according to the following formula:
28 Defendants shall provide the Settlement Administrator with the Compensable Workweeks (or,

alternatively, the start and termination dates) for each Participating Class Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members resulting in a value for each week worked by the Participating Class Members during the Settlement Period (“Workweek Value”). The Settlement Administrator shall then multiply the number of Compensable Workweeks for each Participating Class Member by the Workweek Value. In addition, all Settlement Class Members shall receive a pro rata share of the portion of the PAGA Payment allocated to Settlement Class Members based on their Compensable Workweeks during the Settlement Period.

ii. Individual Settlement Payments shall be made by check and shall be made payable to each Settlement Class Member as set forth in this Stipulation.

iii. Individual Settlement Payments shall be allocated as 80% penalties, 10% interest, and 10% wages. The penalty and interest portion shall not be subject to withholdings and be reported on an IRS Form 1099. The wages portion shall subject to all applicable tax withholdings and the Settlement Administrator shall issue an IRS Form W-2 to each Settlement Class Member for the wage portion. The Settlement Administrator shall calculate the amount of the Employer’s Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

iv. Individual Settlement Payment checks shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an Individual Settlement Payment check remains uncashed after one hundred eighty (180) days from mailing, the Settlement Administrator shall distribute the value of the uncashed checks, plus any interest that has accrued thereon, to Legal Aid at Work, a nonprofit organization that promotes the law consistent with the objectives and purposes of the underlying cause of action and provides legal services to the indigent. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within one hundred eighty (180) days of issuance. In such event, the Settlement Class Members, except those who submitted a valid Request for

1 Exclusion, shall nevertheless remain bound by the Settlement. Prior to the Final Approval
2 Hearing, the Parties shall provide the Court the total amount that will be payable to Settlement
3 Class Members. The Parties also shall request that the Court set a date for the Parties to report to
4 the Court the total amount that was actually paid to Settlement Class Members and to submit an
5 amended judgment that directs that the sum of the uncashed checks, plus any interest that has
6 accrued thereon, be paid to Legal Aid at Work.

7 v. All monies received by Settlement Class Members under the
8 Settlement shall constitute income to such Settlement Class Members solely in the year in which
9 such monies actually are received by the Settlement Class Members. It is expressly understood
10 and agreed that the receipt of Individual Settlement Payments shall not entitle any Settlement
11 Class Member to additional compensation or benefits under any collective bargaining agreement
12 or under any bonus, contest or other compensation or benefit plan or agreement in place during
13 the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any
14 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of
15 the Parties that Individual Settlement Payments provided for in this Stipulation are the sole
16 payments to be made by Defendants to Settlement Class Members in connection with this
17 Settlement, with the exception of Plaintiff, and that the Settlement Class Members are not
18 entitled to any new or additional compensation or benefits as a result of having received the
19 Individual Settlement Payments.

20 b. Class Representative Service Awards. Subject to Court approval, Plaintiff
21 shall be paid a Class Representative Service Award not to exceed Seven Thousand Five Hundred
22 Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for his time and effort in
23 bringing and presenting the Action and for releasing his claims. Defendants shall not oppose or
24 object to Plaintiff's request for Class Representative Service Awards not to exceed Seven
25 Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff. The Class Representative Service
26 Awards shall be paid to Plaintiff from the GSA no later than ten (10) days after Defendants
27 provide the Settlement Administrator with the GSA. The Settlement Administrator shall issue an
28 IRS Form 1099 to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely

1 and legally responsible to pay any and all applicable taxes on his Class Representative Service
2 Award and shall hold harmless Defendants, Class Counsel, and Defense Counsel from any claim
3 or liability for taxes, penalties, or interest arising as a result of payment of the Class
4 Representative Service Awards. The Class Representative Service Award shall be made in
5 addition to Plaintiff's Individual Settlement Payment. Any amounts requested by Plaintiff for the
6 Class Representative Service Award and not awarded by the Court shall become part of the Net
7 Settlement Amount and shall be distributed to Settlement Class Members as part of their
8 Individual Settlement Payments.

9 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel
10 shall be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3)
11 of the GSA, which amounts to One Hundred Sixteen Thousand Six Hundred and Sixty-Six
12 Dollars and Sixty-Six Cents (\$116,666.66). In addition, subject to Court approval, Class Counsel
13 shall be entitled to an award of reasonable costs and expenses associated with Class Counsel's
14 prosecution of the Action in an amount not to exceed Thirty-Five Thousand Dollars
15 (\$35,000.00). Class Counsel shall provide the Settlement Administrator with a properly
16 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
17 Attorneys' Fees and Expenses approved by the Court. Defendants shall not oppose or object to
18 Plaintiff's request for an award of attorneys' fees in an amount not to exceed One Hundred
19 Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) and
20 request for an award of reasonable costs and expenses not to exceed Thirty-Five Thousand
21 Dollars (\$35,000.00). In the event the Court awards Class Counsel less than One Hundred
22 Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) in
23 attorneys' fees and/or less than Thirty-Five Thousand Dollars (\$35,000.00) in costs and
24 expenses, the difference shall become part of the Net Settlement Amount and shall be distributed
25 to Settlement Class Members as part of their Individual Settlement Payments. Class Counsel
26 shall be paid any Court-awarded Attorneys' Fees and Expenses no later than ten (10) days after
27 Defendants provide the Settlement Administrator with the GSA. Class Counsel shall be solely
28 and legally responsible to pay all applicable taxes on the Attorneys' Fees and Expenses. The

1 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees
2 and Expenses. This Settlement is not conditioned upon the Court awarding Class Counsel any
3 particular amount of attorneys' fees or costs.

4 d. PAGA Payment. Thirty-Five Thousand Dollars (\$35,000.00) from the
5 GSA shall be allocated as penalties under PAGA, of which seventy-five percent (75%), or
6 Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00), shall be paid by the Settlement
7 Administrator directly to the LWDA. The remaining twenty-five percent (25%), or Eight
8 Thousand Seven Hundred Fifty Dollars (\$8,750.00) shall be distributed to Aggrieved Employees
9 regardless of whether they opt-out of the class settlement. The Settlement Administrator shall
10 calculate each Aggrieved Employee's share of the PAGA Payment based on each Aggrieved
11 Employee's pay periods worked during the PAGA Period. The pay periods for all Aggrieved
12 Employees shall be totaled and used as the divisor and each Aggrieved Employee's pay periods
13 worked shall be used as the numerator and multiplied against the \$8,750 to reach each Aggrieved
14 Employee's PAGA Payment pro-rata share. The Aggrieved Employees' PAGA Payments shall
15 be classified as 100% penalties. If the Aggrieved Employees' PAGA Payments checks remain
16 uncashed after one hundred eighty (180) days from mailing, the Settlement Administrator shall
17 distribute the value of the uncashed checks, plus any interest that has accrued thereon, to Legal
18 Aid at Work.

19 e. Settlement Administration Costs. The Settlement Administration fees and
20 expenses, which are estimated not to exceed \$10,000 shall be paid from the GSA. Prior to
21 Plaintiff filing a motion for final approval of the Settlement, the Settlement Administrator shall
22 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
23 Parties agree to cooperate in the Settlement Administration process and to make all reasonable
24 efforts to control and minimize Settlement Administration Costs.

25 i. The Parties each represent they do not have any financial interest in
26 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
27 that could create a conflict of interest.

28 ii. The Settlement Administrator shall keep the Parties timely

1 apprised of the performance of all Settlement Administrator responsibilities required by the
2 Settlement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS
3 rules and regulations in which the GSA shall be placed and from which payments required by the
4 Settlement shall be made.

5 49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
6 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
7 grant final approval of the Settlement, including determining the amounts properly payable for:
8 (i) Attorneys' Fees and Expenses; (ii) the Class Representative Service Awards; and (iii) the
9 PAGA Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall
10 provide a written report or declaration to the Parties describing the process and results of the
11 administration of the Settlement to date, which report or declaration shall be filed by Plaintiff
12 with the Court prior to the Final Approval Hearing. If the Court grants final approval of the
13 Settlement, the Settlement Administrator shall post notice of final judgment on its website within
14 seven (7) calendar days of entry of the Judgment.

15 50. Right of Defendants to Reject Settlement. In the event that more than five percent
16 (5%) of the Settlement Class Members submit valid Requests for Exclusion, Defendants will
17 have the right, but not the obligation, to void the Settlement and the Parties will have no further
18 obligations under the Settlement, including any obligation by Defendants to pay the GSA, or any
19 amounts that otherwise would have been owed under this Stipulation, except that Defendants shall
20 pay the Settlement Administration Costs incurred as of the date that Defendants exercise their
21 right to void the Settlement. Defendants will notify Class Counsel and the Court whether they
22 are exercising this right to void not later than seven (7) business days after the Settlement
23 Administrator notifies the Parties of the number of valid Requests for Exclusion it has received.

24 51. Nullification of Settlement. In the event: (i) the Court does not enter the
25 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
26 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
27 reason (including the Right of Defendants to Reject Settlement), this Stipulation shall be
28 rendered null and void, any order or judgment entered by the Court in furtherance of this

1 Settlement shall be treated as void from the beginning and this Stipulation and any documents
2 related to it shall not be used by any Settlement Class Member or Class Counsel to support any
3 claim or request for class certification in the Action, and shall not be used in any other civil,
4 criminal, or administrative action against Defendants or any of the other Released Parties. In the
5 event an appeal is filed from the order granting final approval or Judgment, or any other appellate
6 review is sought, administration of the Settlement shall be stayed pending final resolution of the
7 appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it
8 being notified of the filing of an appeal from the Judgment, or any other appellate review, shall
9 be split 50/50 by Plaintiff and Defendants and paid to the Settlement Administrator.

10 52. No Publicity. Plaintiff and Class Counsel agree they will not issue any press
11 releases, initiate any contact with the press, respond to any press inquiry, post on any internet
12 websites, or have any communication with the press about the Action and/or the fact, amount or
13 terms of the Settlement. Prior to the date of the filing of the motion for preliminary approval,
14 Plaintiff and Class Counsel will not initiate any contact with Settlement Class Members or
15 anyone else about the Settlement, except that: (a) Class Counsel, if contacted by a Settlement
16 Class Member, may respond that a settlement has been reached and that the details will be
17 communicated in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a
18 Settlement Class Member, may respond only that the Settlement Class Member should contact
19 Class Counsel. After the Motion for Preliminary Approval is filed, Plaintiff and Plaintiff's
20 counsel can fulfill their obligations as Class Representatives and Class Counsel by
21 communicating to Class Members about this case, including the settlement therein. If Plaintiff or
22 Class Counsel violate this paragraph, including without limitation, by making a disclosure to any
23 non-party that (a) a settlement has been reached; or (b) any of the terms of the Settlement, before
24 the Court has preliminarily approved the settlement, Defendants may rescind the settlement,
25 rendering it null and void.

26 53. No Admission by Defendants. Defendants deny all claims alleged in this Action
27 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its
28 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,

1 and none shall be used against Defendants as an admission or indication with respect to any
2 claim of any fault, concession, or omission by Defendants or that class certification is proper
3 under the standard applied to contested certification motions. The Parties stipulate and agree to
4 the certification of the proposed class for settlement purposes only. The Parties further agree that
5 this Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a
6 class action should be certified or (ii) Defendants are liable to Plaintiff or any Settlement Class
7 Member, other than according to the terms of this Stipulation.

8 54. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
9 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
10 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings
11 of any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

12 55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
13 all proceedings in the Action, except such proceedings necessary to implement and complete the
14 Settlement and enter the Judgment.

15 56. Amendment or Modification. This Stipulation may be amended or modified only
16 by a written instrument signed by counsel for all Parties or their successors-in-interest, subject to
17 the Court's approval.

18 57. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
19 agreement between the Parties, and no oral or written representations, warranties, or inducements
20 have been made to Plaintiff or Defendants concerning this Stipulation or its Exhibits, other than
21 the representations, warranties, and covenants contained and memorialized in this Stipulation and
22 its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed
23 binding on the Parties.

24 58. Authorization to Enter into Stipulation. Class Counsel and Defense Counsel
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Stipulation and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and

1 Defense Counsel shall cooperate with each other and use their best efforts to effect the
2 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
3 form or content of any document needed to implement the Settlement, or on any supplemental
4 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
5 seek the assistance of the Court and/or mediator Todd Smith to resolve such disagreement. The
6 person(s) signing this Stipulation on behalf of Defendants represents and warrants that they are
7 authorized to sign this Stipulation on behalf of Defendants. Plaintiff represents and warrant they
8 are authorized to sign this Stipulation and they have not assigned any claim, or part of a claim,
9 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
10 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
11 shall not be construed against any of the Parties.

12 59. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
13 inure to the benefit of, the successors and assigns of the Parties.

14 60. California Law Governs. All terms of this Stipulation and the Exhibits hereto
15 shall be governed by and interpreted according to the laws of the State of California, without
16 giving effect to any law that would cause the laws of any jurisdiction other than the State of
17 California to be applied.

18 61. Counterparts. This Stipulation may be executed in one or more counterparts by
19 facsimile, electronic signature, DocuSign, or email which for purposes of this Stipulation shall be
20 accepted as an original. All executed counterparts and each of them shall be deemed to be one
21 and the same instrument. Any executed counterpart will be admissible in evidence to prove the
22 existence and contents of this Stipulation.

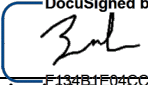
23 62. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
24 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
25 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
26 Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
28 orders and judgments entered in connection therewith. If an action is brought to enforce the

terms of this Settlement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

64. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

65. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute the Stipulation. The Class Notice shall advise all Settlement Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Settlement Class Member.

Dated: 7/19/2022, 2022

DocuSigned by:

 F134B1E04CCD489
 Plaintiff Zachary Kahn

Dated: _____, 2022

Defendant Los Angeles Maison, LLC

By: _____

Its: _____

Dated: _____, 2022

Defendant ACCOR Management US Inc.

By: _____

Its: _____

terms of this Settlement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

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Dated: _____, 2022

Plaintiff Zachary Kahn

Dated: 7/14/2022
_____, 2022

DocuSigned by:

55E8584AC124413...
Detendant Los Angeles Maison, LLC

By: Eric Lemaire

Its: Area General Manager

Dated: 7/14/2022
_____, 2022

DocuSigned by:

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Detendant ACCOR Management US Inc.

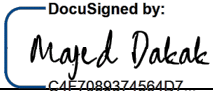
By: Eric Lemaire

Its: Area General Manager

1 Approved as to form and content:

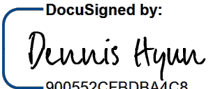
2
3 Dated: 7/19/2022, 2022

KESSELMAN BRANTLY STOCKINGER LLP

4
5 By: 
6 Majed Dakak
7 Attorneys for Plaintiffs

8 Dated: 7/19/2022, 2022

HYUN LEGAL, APC

9
10 By: 
11 Dennis S. Hyun
12 Attorneys for Plaintiffs

13 Dated: _____, 2022

MICHELMAN & ROBINSON, LLP

14
15 By: _____
16 Dana A. Kravetz
17 Lara A.H. Shortz
18 Amanda K. Monroe
19 Attorneys for Defendants
20
21
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25
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1 Approved as to form and content:

2
3 Dated: _____, 2022

KESSELMAN BRANTLY STOCKINGER LLP

4
5
6 By: _____

Majed Dakak
Attorneys for Plaintiffs

7
8 Dated: _____, 2022

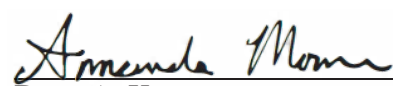
HYUN LEGAL, APC

9
10
11 By: _____

Dennis S. Hyun
Attorneys for Plaintiffs

12
13 Dated: July 14, 2022

MICHELMAN & ROBINSON, LLP

14
15 By:  _____

Dana A. Kravetz
Lara A.H. Shortz
Amanda K. Monroe
Attorneys for Defendants

EXHIBIT 1

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Zachary Kahn v. Los Angeles Maison, LLC and Accor Management US INC
Los Angeles Superior Court, Case No. 20STCV18592

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former employees employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017, through [the date of the Court's order granting preliminary approval].
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Zachary Kahn ("Plaintiff"), a former employee of Los Angeles Maison, LLC, against Los Angeles Maison, LLC and Accor Management US Inc. ("Defendants") on May 11, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV18592

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code, and asserts claims pursuant to the California Private Attorneys General Act. Specifically, Plaintiff's operative Fourth Amended Complaint alleges as follows against Defendants: (1) Violation of California Labor Code § 226(a) (Inaccurate Wage Statements); (2) Violation of Labor Code §§ 510 and 1194 (Unpaid Overtime, including claims related to the calculation of the regular rate of pay); (3) Violation of Labor Code § 1194, 1197 and 1197.1 (Failure to Pay Minimum and Overtime Wages – Based on Off-The-Clock Work); (4) Violation of Labor Code §§ 226.7 (Failure to Provide Rest Breaks); (5) Violation of Labor Code §§ 226.7 and 512 (Failure to Provide Meal Periods) (6) Violation of California Business and Professions Code §§ 17200, et seq. (Unfair Competition and Business Practices); and (7) claims pursuant to the California Private Attorneys General Act ("PAGA").

The lawsuit claims that the Defendants violated the California Labor Code, the California Business and Professions Code, and PAGA - entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action and PAGA action?

In a class action, one or more people called the Class Representative (in this case Zachary Kahn also known as "Plaintiff"), sue on behalf of people who appear to have similar claims (in this case all current and former employees employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017 through [the date of the Court's order granting preliminary approval]). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

In a PAGA action, the Plaintiff acts in a representative capacity on behalf of similarly situated employees. These similarly situated employees are "Aggrieved Employees" which means here all persons employed by Defendants in California as hourly-paid, non-exempt employees at any time during the PAGA Period from May 5, 2019, through [the date of the Court's order granting preliminary approval].

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Amended Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiff Zachary Kahn as the Class Representative, and appointed his attorneys, Dennis Hyun of Hyun Legal, APC and Majed Dakak of Kesselman Brantly Stockinger LLP, as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Los Angeles Maison, LLC as a non-exempt employee in California at any time from April 14, 2017 through [the date of the Court’s order granting preliminary approval].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel, and the costs to administer the settlement.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or One Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00).
- C. **Service Payment to the Class Representative** not to exceed Thousand Five Hundred Dollars (\$7,500.00); and
- D. **Settlement Administration Costs** not to exceed Ten Thousand Dollars (\$10,000.00)
- E. **PAGA Payment. Thirty-Five Thousand Dollars.** Thirty-Five Thousand Dollars (\$35,000.00) from the Gross Settlement Amount shall be allocated as penalties under PAGA, of which seventy-five percent (75%), or Twenty-Six Thousand Two Hundred Fifty Dollars (\$26,250.00), shall be paid by the Settlement Administrator directly to the LWDA. The remaining twenty-five percent (25%), or Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) shall be distributed to Settlement Class Members as part of their Individual Settlement Payments.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as a non-exempt employee of Los Angeles Maison, LLC from April 14, 2017 through [the date of the Court’s order granting preliminary approval]. (“Class Period”). In addition, all Aggrieved Employees shall receive a *pro rata* share of the

portion of the PAGA Payment allocated to Settlement Class Members based on the number of pay periods worked during the PAGA Period (May 5, 2019, through the date of preliminary approval). Your Individual Settlement Payment includes your estimated share of the Net Settlement Amount.

Your Individual Settlement Payment will be apportioned as 80% penalties, 10% interest, and 10% wages. Your PAGA Payment shall be reported as 100% penalties. The penalty and interest portion shall not be subject to withholdings and be reported on an IRS Form 1099. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Defendants separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period and XXX pay periods during the PAGA Period. Your Individual Settlement Payment is \$XXX.XX and your estimated PAGA Payment is \$XXXX. The amount of your Individual Settlement Payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Los Angeles Maison, LLC's record of your employment between April 14, 2017 through [INSERT DATE], and is presumed correct. If you dispute the accuracy of Los Angeles Maison, LLC's records as to the number of weeks worked during the Class Period and/or pay periods worked during the PAGA Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
[Telephone No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Class Members' Released Claims

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the below Class Members' Released Claims.

The "Released Parties" include Defendants Los Angeles Maison, LLC and Accor Management US Inc. as named by Plaintiff in the operative complaint, and their affiliated, predecessor and successor entities, and each such entity's respective present and former subsidiaries, affiliates, parents, shareholders, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

"Class Members' Released Claims" means all Participating Class Members will release the Released Parties from any and all claims under the California Labor Code arising from, or relating to, the factual allegations pled in the

operative complaint for any acts occurring from April 14, 2017 through the date that the Court grants preliminary approval of class action settlement [INSERT DATE].

EXCLUDING YOURSELF FROM THE RELEASE OF CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. Please be advised, that you cannot exclude yourself from the PAGA Payment and PAGA Released Claims. In other words, even if you opt-out of the Settlement, you are still bound by the PAGA Released Claims and you will still receive your share of the PAGA Payment.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Zachary Kahn v. Los Angeles Maison, LLC and Accor Management US Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

Simpluris, Inc.
3194-C Airport Loop Drive
Costa Mesa, CA 92626
[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims.

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendant(s) and/or the Released Parties, regarding the Released Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No as to your Individual Settlement Payment. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Defendants and/or Released Parties for Released Claims. You will also receive your share of the PAGA Payment even if you opt-out.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Dennis Hyun of Hyun Legal, APC and Majed Dakak of Kesselman Brantly Stockinger LLP as Class Counsel. The firms' contact information is:

HYUN LEGAL, APC

Dennis S. Hyun (SBN 224240)
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

**KESSELMAN BRANTLY STOCKINGER
LLP**

Majed Dakak (SBN 271875)
1230 Rosecrans Avenue, Suite 400
Manhattan Beach, CA 90266
Telephone: (310) 307-4555
Facsimile: (310) 307-4570

Class Counsel will ask the Court for attorneys' fees of up to One Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) and reimbursement of litigation cost/expenses of up to Thirty-Five Thousand Dollars (\$35,000.00). These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2022, at the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” at <https://www.lacourt.org/lacc/>.

16. How will I learn if the settlement was approved?

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator’s website (www.[REDACTED]) within seven (7) days after entry of the judgment.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement and PAGA Payments will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to Legal Aid at Work, a nonprofit organization that promotes the law consistent with the objectives and purposes of the underlying cause of action and provides legal services to the indigent.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at www.[REDACTED] or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT 2

CLASS ACTION SETTLEMENT INFORMATION SHEET

Kahn v. Los Angeles Maison, LLC, et al.
LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 20STCV18592

NOTE: Please read the enclosed Notice of Class and Representative Action Settlement (“Notice”) before reading and this Information Sheet.

This Information Sheet is being sent by the Court-appointed settlement administrator, Simpluris, in the lawsuit entitled *Kahn v. Los Angeles Maison, LLC, et al.* The settlement of the lawsuit against Los Angeles Maison, LLC and Accor Management US Inc. (“Defendants”) described in the attached Notice will pay you an amount based on the number of workweeks you worked for Los Angeles Maison, LLC in California as an hourly-paid, non-exempt employee during the Settlement Period [April 14, 2017 through ***[PRELIMINARY APPROVAL]].

1. INSTRUCTIONS.

Please review your personal information and the number of workweeks you worked for Los Angeles Maison, LLC as an hourly, non-exempt employee in California during the time period of April 14, 2017, to XXXX [INSERT DATE OF PRELIMINARY APPROVAL]. Your estimated Individual Settlement Payment is \$****. **If the information is correct, you do not need to take any action with respect to this form.** However, if any of the information on this Information Sheet is not correct, you will need to inform the settlement administrator of any inaccuracies by providing the correct information on this form, signing it, and returning it to the settlement administrator as described below.

Once you have signed this form, you must return it to the settlement administrator, Simpluris, by mail. The settlement administrator is located at [SETTLEMENT ADMINISTRATOR MAILING ADDRESS]; Fax: (XXX) XXX-XXXX. To be considered valid, your Information Sheet must be completed and signed, and must be postmarked or received by the settlement administrator by **no later than [DATE]** (45 calendar days after mailing of the Notice).

2. PERSONAL INFORMATION.

Please review your contact information and make any necessary corrections if the information is not correct.

	<u>Correction</u>
Name: [FULL NAME OF EMPLOYEE]	_____
Former Name(s) (if any): N/A	_____
Residence Address: [123 ANY AVE.]	_____
City, State, Zip Code: [ANYTOWN, US 12345]	_____
Social Security No.: xxx-xx-XXXX (last four digits only)	_____

If you move from the above address, please notify the settlement administrator of your new address. It is your responsibility to make sure that the settlement administrator has your current address on file.

3. NUMBER OF WORKWEEKS TO BE INCLUDED IN THE SETTLEMENT.

According to Defendants' records, you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during a total of **XXX workweeks** during the time period of April 14, 2017, to XXX [DATE OF PRELIM APPROVAL]. If you believe that **XXX workweeks** is not the correct amount of time you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time period of April 14, 2017, to XXX [preliminary approval date], in the space designated below, please write (i) the starting date, (ii) the ending date, and (iii) the total number of workweeks you believe you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time period of July 2, 2011 to XXX [preliminary approval date]. Only workweeks in which you worked as an hourly, non-exempt employee will count as work time.

Starting Date: _____

Ending Date: _____

Total Number
Of Weeks Worked: _____

Please also attach any documents that support your claim (such as paystubs, time cards, or other documents that prove you worked for Los Angeles Maison, LLC in California as an hourly, non-exempt employee during the time frame). You should submit documentation in support of *each* work period of time you believe should be included. If you do not provide such documentation, the settlement administrator may not have the evidence it requires to change the information contained in Los Angeles Maison, LLC's records; in the absence of supporting documentation for any correction, Los Angeles Maison, LLC's records will control. If there is a dispute about the accuracy of Los Angeles Maison, LLC's records and/or your supporting documentation, the Settlement Administrator will review all records and make the final decision on this issue.

If you do not submit a corrected number of workweeks within the 45-day deadline, you will not be able to challenge the above pre-printed information.

The settlement administrator will calculate your share of the settlement proceeds on the basis of the total number of workweeks you worked during the Settlement Period. The exact amount of your portion of the settlement will be determined after the Court finally approves the settlement, as described in the Notice.

4. QUESTIONS?

If you have questions regarding this Information Sheet or the settlement, please contact the settlement administrator, toll free, at: **(XXX) XXX-XXXX**.

Dated: _____

Signed: _____
[Pre-printed name of employee]