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12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SAN MATEO

15
16 FRANCISCO QUINTANA, individually, and
on behalf of other members of the general
17 public similarly situated,

18 Plaintiff,

19 vs.

20 STANFORD PARK HOTEL, LLC, an
unknown business entity; and DOES 1 through
21 100, inclusive,

22 Defendants.

CASE NO. 19CIV01194

[Assigned for All Purposes to:
The Hon. Marie S. Weiner, Dept. 2]

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Action Filed: March 5, 2019
Trial Date: None Set

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1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff FRANCISCO
2 QUINTANA (“Plaintiff” or “Class Representative”), on behalf of himself and all other similarly
3 situated to him, and Defendant STANFORD PARK HOTEL, LLC (“Defendant”) (collectively,
4 the “Parties”).

5 **I. The Conditional Nature of This Stipulation.**

6 This Joint Stipulation of Class Action and PAGA Settlement and Release, including all
7 associated exhibits or attachments, (“Stipulation”) is made for the sole purpose of resolving the
8 matter entitled *Francisco Quintana v. Stanford Park Hotel, LLC*, San Mateo Superior Court Case
9 No. 19CIV01194 (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it
10 evidences is made in compromise of disputed claims. Because the Litigation was filed as a class
11 action, this settlement must receive preliminary and final approval from the Court. Accordingly,
12 Defendant and the Class Representative enter this Stipulation and associated settlement on a
13 conditional basis. In the event the Court does not execute and file the Order Granting Final
14 Approval of the Settlement, or in the event that the Court does not enter the Judgement (as defined
15 below), or in the event that the associated Judgment does not become Final (as defined below) for
16 any reason, this Stipulation shall be deemed null and void. It shall be of no force or effect
17 whatsoever and shall not be referred to or used for any purpose whatsoever, and the negotiation,
18 terms and entry of it shall remain subject to the provisions of California *Evidence Code* §§ 1119
19 and 1152.

20 Defendant denies all of the claims and class allegations as to liability, damages, and
21 restitution asserted in the Litigation. Defendant has agreed to resolve this Litigation by this
22 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
23 does not waive, but rather expressly reserves all rights to challenge all such claims and allegations
24 in the Litigation upon all procedural and factual grounds, including without limitation, the ability
25 to challenge class treatment on any grounds or to assert any and all defenses or privileges. The
26 Class Representative and his counsel agree that Defendant retains and reserves these rights. In
27 particular, Class Representative and his counsel waive and agree not to argue or to present any
28 argument that Defendant would be estopped from contesting class certification because it has

1 entered into this Stipulation. In addition, Class Representative and Defendant recognize and
2 agree that under California law, which is applicable here, courts impose a lesser burden for
3 certification for settlement classes than they do for contested classes.

4 **II. The Parties to this Stipulation**

5 This Stipulation, with the associated exhibits, is made and entered into by and among the
6 following parties (collectively, the “Settling Parties”): (i) the Class Representative Francisco
7 Quintana (on behalf of himself and each of the members of the class), with the assistance and
8 approval of his counsel (the “Class Counsel”); and (ii) Defendant Stanford Park Hotel, LLC
9 (“Defendant”), with the assistance of its counsel of record. The Stipulation is intended by the
10 Settling Parties to result in a Judgment and to fully, finally, and forever resolve, discharge, and
11 settle the released claims upon and subject to the terms and conditions hereof.

12 **III. Procedural Posture**

13 On March 5, 2019, Plaintiff filed a wage and hour class action lawsuit against Defendant
14 pursuing claims for: (1) failure to timely pay regular and final wages; (2) failure to pay overtime
15 wages and minimum wages; (3) failure to properly provide for and/or failure to pay premiums for
16 missed meal and rest periods; (4) failure to issue accurate, itemized wage statements; (5) failure to
17 reimburse employees for necessary business expenses; (6) failure to keep required payroll records;
18 and (7) Violation of Business and Professions Code Section 17200, *et seq.*

19 After engaging in initial discovery efforts and sending out a *Belaire West Notice*, Plaintiff
20 and Defendant agreed to participate in mediation with Mark Rudy, a well respected neutral in the
21 wage and hour realm. Prior to mediation, Plaintiff and Defendant continued to engage in formal
22 and informal discovery for documents and information in preparation for mediation. Defendant
23 provided Plaintiff’s counsel with an agreed-upon sampling of employees’ time and payroll records
24 and a list outlining the potential class data, including the number of current and former employees,
25 the worksite location, hire dates and termination dates, employees’ job titles, employees’ pay rate,
26 and the total meal period premiums that Defendant paid.

27 Plaintiff and Defendant participated in remote mediation with Mark Rudy on June 4, 2020.
28 At mediation, Plaintiff and Defendant engaged in an intensive discussion regarding their

1 evaluation of the matter , the relevant legal arguments, as well as the potential damages. The
2 mediation concluded without resolution. However, following mediation, with the assistance of
3 Mr. Rudy, Plaintiff and Defendant reached a settlement subject to this more comprehensive, long-
4 form settlement agreement.

5 **IV. Defendant's Denial of Wrongdoing or Liability**

6 Defendant denies all of the claims and contentions that the Class Representative alleges in
7 the Litigation and has asserted numerous defenses to liability, class certification, and damages.
8 Defendant does not, by this Settlement Agreement or otherwise, admit any liability of wrongdoing
9 of any kind. Nonetheless, Defendant has taken into account the uncertainty and risks inherent in
10 any litigation, particularly on a class-wide basis, and has concluded that to continue the Litigation
11 would be protracted and expensive. In light of the above, Defendant has determined that it is
12 desirable and beneficial to it that the Litigation be fully and finally settled in the manner and upon
13 the terms and conditions set forth in this Stipulation.

14 **V. Claims of the Class Representative and Benefits of Settlement**

15 The Class Representative believes that the claims asserted in the Litigation have merit and
16 that evidence developed to date supports the claims. The Class Representative and Class Counsel
17 recognize and acknowledge, however, the expense and length of the type of continued proceedings
18 necessary to prosecute the Litigation against Defendant through class certification, trial, and
19 appeals. The Class Representative and Class Counsel have also taken into account the uncertain
20 outcome and the risks of any litigation, especially in putative class actions such as this Litigation,
21 as well as the difficulties and delays inherent in such litigation. The Class Representative and
22 Class Counsel are also mindful of the inherent problems of proof in establishing and overcoming
23 potential defenses to the claims asserted in the Litigation. In light of these considerations, the
24 Class Representative and Class Counsel believe that the settlement set forth in the Stipulation
25 confers substantial benefits and is in the best interests of the Class Representative and the Class.

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1 **VI. Terms of the Stipulation and Agreement of Settlement**

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the
3 Class Representative, for himself and on behalf of all other similarly situated to him and as
4 defined below, on the one hand, and Defendant, on the other hand, with the assistance of their
5 respective counsel of record, that, as among the Settling Parties, including all members of the
6 Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised,
7 settled, and released, subject to the terms and conditions of the Stipulation and the Judgment.

8 **A. Definitions**

9 As used in all parts of this Stipulation, including the exhibits which are incorporated as
10 part of the Stipulation, the following term s have the meanings specified below:

11 1.1 “Accurint Skip Tracing” means the utilization of Accurint, after the
12 Reasonable Address Verification, to review the accuracy of and, if possible, to update a mailing
13 address for a Class Member if the Class Notice and Settlement Claim Form of a Class Member is
14 returned to the Claims Administrator as undeliverable following the Reasonable Address
15 Verification prior to the initial mailing of the Notice.
16

17 1.2 “Claims Administrator” means the third-party claims administration firm,
18 ILYM Group, Inc.

19 1.3 “Class” or “Class Member” or “Class Members” means any and all current
20 and former hourly-paid or non-exempt employees who worked for Defendant within the State of
21 California during the Class Period.

22 1.4 “Class Counsel” and “Plaintiff’s Counsel” mean Edwin Aiwarzian of
23 Lawyers for Justice PC and Heather Davis and Amir Nayebdadash of Protection Law Group LLC.
24

25 1.5 “Class Member Payout Fund” means the gross amount Defendant will pay
26 (subject to Court Approval and the occurrence of the Effective Date to all Participating Settlement
27 Class Members and is calculated by subtracting all of the following from the Gross Settlement
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1 Amount: (1) up to \$297,500.00 to Class Counsel for attorneys' fees; (2) up to \$35,000.00 to Class
2 Counsel for reimbursement of litigation costs; (3) up to \$7,500.00 to the Class Representative as a
3 service award; (4) up to \$12,000.00 to the Claims Administrator for administration of this
4 Settlement; and (5) the maximum total gross amount of \$56,250.00 to the California Labor and
5 Workforce Development Agency for settlement of claims under California Labor Code section
6 2698 et seq., representing 75% of the \$75,000.00 civil penalties under the Private Attorney
7 General Act.

9 1.6 "Class Period" means the time period of March 5, 2015 through September
10 25, 2020.

11 1.7 "Class Representative" or "Plaintiff" or "Francisco Quintana" means
12 Plaintiff Francisco Quintana, the individual designated in the Complaint to serve as the official
13 representative of the Class.

14 1.8 "Court" means the Superior Court of the State of California for the county
15 of San Mateo.

16 1.9 "Defendant" means Stanford Park Hotel, LLC.

17 1.10 "Effective Date" means the later of: (a) if any timely objections are filed
18 and not subsequently withdrawn, the 60th day after the Court enters an order granting final
19 approval of the Joint Stipulation of Class Action and PAGA Settlement; (b) if any timely appeals
20 are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter
21 the terms of the Settlement; or (c) if no timely objections are filed, or if all objections are
22 withdrawn, the date upon which the Court enters an order granting final approval of the
23 Settlement.

24 1.11 "Experian Skip Tracing" means the utilization of Experian, after the
25 Reasonable Address Verification and Accurant Skip Tracing, to review the accuracy of and, if
26

1 possible, to update a mailing address for a Class Member if a Class Notice to such Class Member
2 is returned to the Claims Administrator as undeliverable.

3 1.12 “Final Approval” means the Final Approval Order and Judgment have been
4 entered by the Court.

5 1.13 “Final Approval Hearing” means a hearing held before the Court to
6 consider Final Approval of the Settlement, whether and in what amount attorneys’ fees and costs
7 should be awarded to Class Counsel, and a service payment award to Plaintiff, and the merits and
8 objections, if any, to the Settlement set forth therein or any of its terms. This hearing is intended to
9 be the Final Approval Hearing required under California Rule of Court 3.769(a).

10 1.14 “Gross Settlement Amount” or “GSA” means the total settlement amount of
11 \$850,000.00 to be paid by Defendant, subject to the occurrence of the Effective Date of
12 settlement, and includes the following: Class Counsel’s attorneys’ fees in the sum of up to
13 \$297,500.00, Class Counsel’s litigation costs of up to \$35,000.00, the Class Representative service
14 award to Plaintiff in the sum of \$7,500.00, the California Labor Workforce and Development
15 Agency for its share of PAGA penalties in the sum of \$56,250.00, the settlement administration
16 costs to ILYM Group, Inc. in the sum of \$12,000.00, and the Individual Settlement Amount
17 payments to Participating Settlement Class Members.

18 1.15 “Individual Settlement Amount” means the total gross amount due to an
19 individual Participating Class Member, inclusive of pre-judgment and post-judgment interest and
20 penalties, based on the number of Workweeks worked by each Participating Settlement Class
21 Member during the Class Period.

22 1.16 “Judgment” means the judgment to be rendered by the Court pursuant to
23 this Stipulation, substantially in the form attached hereto as **Exhibit “C.”** This Judgment shall be
24 a judgment for purposes of California Rule of Court 3.771(a).

1 1.17 “Last Known Address” means the most recently recorded mailing address
2 for a Class Member as such information is contained in employment, payroll, or personnel records
3 maintained by Defendant.

4 1.18 “Litigation” means the lawsuit pending in the Court presently styled
5 *Francisco Quintana v. Stanford Park Hotel*, San Mateo Superior Court No. 19CIV01194, filed on
6 March 5, 2019.

7 1.19 “Labor and Workforce Development Agency” or “LWDA” means the
8 California agency that pursuant to California Labor Code §§ 2698 et seq. shall receive an amount
9 equal to seventy-five percent (75%) of the amount paid for PAGA penalties in settlement of the
10 Litigation.

11 1.20 “Notice of Proposed Class Action Settlement” or “Class Notice(s)” means a
12 notice titled “Notice of Proposed Class Action Settlement” to be approved by the Court,
13 substantially in the form attached hereto as **Exhibit “A.”** The “Notice of Proposed Class Action
14 Settlement” shall constitute the class notice pursuant to California Rule of Court 3.769(f) and,
15 once approved by the Court, shall be deemed compliant with California Rule of Court 3.766(d).

16 1.21 “Notice Mailing Deadline” means the deadline for the Claims Administrator
17 to mail the Class Notices, which shall be no later than thirty(30) calendar days after the
18 Preliminary Approval Date.

19 1.22 “Objection Deadline” means the deadline for a Class Member to object to
20 the settlement, the date for which shall be indicated on the Class Notice mailed by the Claims
21 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
22 Deadline.

23 1.23 “Opt Out” “Opt Outs” or “Request for Exclusion” means a Class Member
24 wishes to be excluded from the Settlement Class in the manner specified in the Class Notice. A
25

1 timely Opt Out must be received no later than the Opt-Out Deadline.

2 1.24 “Opt Out Deadline” means the deadline for a Class Member to Opt-Out of
3 the settlement, the date of which shall be indicated of the Class Notice mailed by the Claims
4 Administrator and postmarked no later than sixty (60) calendar days after the Notice Mailing
5 Deadline.
6

7 1.25 “Order of Final Approval and Entry of Judgment” or “Order Granting Final
8 Approval of Settlement and Entry of Judgment” means the order and judgment to be entered by
9 the Court titled “Order Granting Final Approval of Settlement and Entering Judgment,”
10 substantially as in the form attached hereto as **Exhibit “C.”** The Judgment shall constitute
11 approval pursuant to California Rule of Court 3.769(a).
12

13 1.26 “PAGA Penalties” means the penalties pursuant to California Labor Code
14 §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”), in the sum of
15 \$75,000.00 that Settling Parties have agreed is a reasonable sum to be paid in settlement of the
16 PAGA claims included in the Litigation. PAGA Penalties are to be approved by the Court
17 pursuant to Labor Code § 2699 and are to be distributed as follows: seventy-five percent (75%) to
18 the LWDA (\$56,250.00) and twenty-five percent (25%) to the Class Member Payment Fund
19 (\$18,750.00). .
20

21 1.27 “Person” means a natural person.

22 1.28 “Preliminary Approval Date” means the date on which the Court grants
23 preliminary approval of the settlement.

24 1.29 “Preliminary Approval Order” or “Order Granting Preliminary Approval of
25 Class Action and PAGA Settlement” means an order to be filed and signed by the Court following
26 the hearing on the Motion for Order Granting Preliminary Approval of Class Action and PAGA
27 Settlement and which is substantially in the form attached hereto as **Exhibit “B.”** This
28

1 Preliminary Approval Order shall constitute an order certifying provisional classes for settlement
2 purposes only pursuant to California Rule of Court 3.769(d), approving the Class Notice, directing
3 the mailing of the Notice, and setting a final approval/fairness hearing pursuant to California Rule
4 of Court 3.769(e).

5
6 1.30 “Reasonable Address Verification” means the utilization of the National
7 Change of Address Database maintained by the United States Postal Service to review the
8 accuracy of and, if possible, update a mailing address.

9 1.31 “Released Claims” shall collectively mean all claims, demands, rights,
10 liabilities, and causes of action of every nature and description whatsoever including statutory,
11 contractual, or common law claims, whether known or unknown, whether or not concealed or
12 hidden, against Defendant and/or Released Parties (as defined below), or any of them, for any type
13 of relief and penalties, that accrued during the Class Period, and as a result of the Settlement Class
14 Members’ employment with Defendant and/or the Released Parties (as defined below), or any of
15 them, for any type of relief and penalties, that accrued during the Class Period, and as a result of
16 the Settlement Class Members’ employment with Defendant and/or the Released Parties, which
17 were or could have been pled based on the facts, allegations, and claims alleged in the operative
18 complaint and any amendments thereto in the Litigation, including but not limited to violation of
19 California *Labor Code* sections 201-204, 226, 510, 512, 1174, 1194, 1197-1199, 2800-2802,
20 claims for civil penalties under *Labor Code* §§2698 et seq (Private Attorney General Act or
21 “PAGA”), all claims arising under the Business and Professions Code §§ 17200 et seq. based on
22 the alleged labor code violations, and all claims for interest on unpaid wages. This Stipulation of
23 Settlement will release all claims of Class Members who do not timely Opt Out of the Settlement
24 within the scope of the Litigation during the Class Period. In consideration for the service award
25 and as an inducement for Defendant to enter into this Stipulation, Class Representative’s Released
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1 Claims (and only the Class Representative) additionally include any and all claims including
2 Unknown Claims against Defendant that accrued during the Class Period, but does not include
3 claims for: age discrimination under the Age Discrimination In Employment Act, unemployment
4 insurance, workers' compensation benefits, state disability compensation, previously vested
5 benefits under any Employer-sponsored benefits plan or claims under the Employment Retirement
6 Income Security Act of 1974. The Released Claims do not extend to any claims not alleged in the
7 operative Complaint and specifically excludes claims for workers' compensation, personal
8 injuries, unemployment insurance, state disability compensation, claims under the Employment
9 Retirement Income Security Act of 1974, previously vested benefits under any Employer-
10 sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment
11 including but not limited to those arising under the Age Discrimination In Employment Act, the
12 California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964,
13 and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family
14 Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or
15 similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with
16 Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation
17 concerning discrimination, retaliation and/or harassment.
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19
20 1.32 "Settlement Class" or "Settlement Class Members" or "Participating Class
21 Members" means any, or collectively all, Class Member(s) who do/does not Opt Out of the
22 settlement by submitting Opt Outs pursuant to this Agreement and thus become bound by the
23 Judgment.
24

25 1.33 "Settling Parties" means Defendant, Stanford Park Hotel, LLC, and Plaintiff
26 Francisco Quintana, on behalf of himself and as Class Representative of all Participating Class
27 Members.
28

1 1.34 “Stanford Park Hotel Releasees” or “Released Parties” means Defendant
2 and its respective parent companies, subsidiaries, affiliates, current and former management
3 companies, shareholders, members, agents (including without limitation, any investment bankers,
4 accountants, insurers, reinsurers, attorneys, and any past, present, or future offices, directors, and
5 employees), predecessors, successors, and assigns.
6

7 1.35 “Stipulation” means this agreement, the Stipulation and Agreement to Settle
8 Class Action and all of its attachments and exhibits, which the Settling Parties understand and
9 agree sets forth all material terms and conditions of the Settlement between them, and which is
10 subject to Court approval.

11 1.36 “Total Workweeks” means the total number of workweeks worked by all
12 Participating Class Members during the Class Period.
13

14 1.37 “Unknown Claims by Claims Representative” means any Released Claims
15 which the Class Representative does not know or suspect to exist in his favor at the time of the
16 entry of the Judgment, and which if known to him, might have affected his settlement with and
17 release of Defendant. With respect to any and all Released Claims, the Settling Parties stipulate
18 and agree that, upon the Effective Date, the Class Representative only shall expressly and shall be
19 deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and
20 benefits of California *Civil Code* § 1542 with respect to the Released Claims, which provides as
21 follows:
22

23 **A general release does not extend to claims which the creditor does not**
24 **know or suspect to exist in his or her favor at the time of executing the**
25 **release, which if known by him or her must have materially affected his**
26 **or her settlement with the debtor.**

27 The Class Representative may hereafter discover facts in addition to or different from
28 those which he now knows or believes to be true with respect to the subject matter of the Released
Claims, but the Class Representative, upon the Effective Date, shall be deemed to have, and by

1 operation of the Judgment shall have, fully, finally, and forever settled and released any and all
2 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
3 whether or not concealed or hidden, which then exist, or previously have existed upon any theory
4 of law or equity now existing or coming into existence in the future, including, but not limited to,
5 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or
6 rule, without regard to the subsequent discovery or existence of such different or additional facts.
7 The Class Representative acknowledges that the foregoing waiver was separately bargained for
8 and a key element of the settlement of which this release is a part. Notwithstanding any other
9 provision of this Stipulation, the Settling Parties recognize that because the only Unknown Claims
10 released by this Stipulation are those Unknown Claims that meet the definition of Released
11 Claims, the release effectuated by this Stipulation shall not extend to Unknown Claims other than
12 those described in above. Because some of the claims in the Complaint are individual in nature,
13 separate consideration is being paid.

14 1.38 "Updated Address" means a mailing address that was updated through a
15 Reasonable Address Verification, through an updated mailing address provided by the United
16 States Postal Service or a Class Member, through Accurint and/or Experian Skip Tracking, or
17 through a Locator Service.

18 **B. The Settlement**

19 2.1 *Settlement Amount, Timing of Payments, Tax Reporting Obligations, and Other*
20 *Obligations of Defendant and the Settlement Administrator.*

21 2.1.1 The total Gross Settlement Amount shall be Eight Hundred Fifty Thousand
22 Dollars and Zero Cents (\$850,000.00). This is the maximum amount that Defendant will be
23 obligated to pay under this Stipulation, and under no circumstances, except as set forth below,
24 shall Defendant be obligated to pay any more than the Gross Settlement Amount. Defendant's
25 share of payroll taxes (e.g. UI, ETT, Social Security, and Medicare taxes) is part of the Gross
26 Settlement Amount.
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28

2.1.2 Defendant has represented there are approximately 35,000 Workweeks within the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%) (i.e. by more than three thousand five hundred (3,500) Workweeks) the Gross Settlement Amount shall increase by a percentage equal to the percentage by which the number of Workweeks is more than ten percent (10%) higher than Defendant's estimate of 35,000. If, for example, the actual number of Workweeks is twelve percent (12%) higher than 35,000, the Gross Settlement Amount would increase by two percent (2% = 12% - 10%).

2.1.3 Defendant shall fund the total Gross Settlement Amount to the Settlement Administrator no later than twenty (20) calendar days following the Effective Date.

2.1.4 The Claims Administrator shall administer the settlement by establishing a toll-free telephone number and mailing address for receipt of Class Member communications, formatting and printing the Class Notice; distributing the Class Notice, performing skip traces on undeliverable Notices, adjudicating Class Members' disputes over dates during the Class Period, providing Class Counsel and counsel for Defendant with updates on the status of Opt Outs (including Class Member names and percentage of weeks they represent), calculating claims, and handling inquiries about the calculation of the Individual Settlement Amounts. The actions of the Claims Administrator shall be governed by the terms of this Stipulation. The Settling Parties, through their counsel, may provide written information needed by the Claims Administrator pursuant to the Stipulation.

2.1.5 No later than fourteen (14) calendar days after the receipt of the Gross Settlement Amount from Defendant, the Claims Administrator shall issue the following Court-approved payments: (1) attorneys' fees and litigation costs to Class Counsel as described in subsection (a) below; (2) the Class Representative service award as set forth in subsection (b) below; (3) the fees and costs to the Claims Administrator as set forth in subsection (c) below; and (4) the LWDA's Portion of PAGA Penalties as set forth in subsection (d) below.

(a) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their application for an award of attorneys' fees and costs to the Court concurrently with the Motion for Order Granting Final Approval and

1 Entering Judgment. Class Counsel shall seek attorneys' fees in the amount
2 of \$297,500.00 and reimbursement of litigation costs up to \$35,000.00.

3 Defendant agrees not to oppose Class Counsel's request for attorneys' fees
4 and costs in the above-referenced amounts. The Claims Administrator will
5 report the attorneys' fees and costs award on a Form 1099, which it will
6 provide to Class Counsel and to the pertinent taxing authorities.

7 (b) Class Representative Service Award: Subject to Court approval,
8 the Class Representative Francisco Quintana shall receive a service award
9 of up to \$7,500.00. Defendant agrees not to oppose the amount of the Class
10 Representative's service award. Since it is the intent of the Settling Parties
11 that the service award to the Class Representative is for his service to the
12 Class Members, and not wages, the Claims Administrator will not withhold
13 any taxes from the service award. The Claims Administrator will report the
14 service award on a Form 1099, which the Claims Administrator will
15 provide to Class Representative and the pertinent taxing authorities.

16 (c) Claims Administration Costs. Subject to Court approval, the Claims
17 Administrator, ILYM Group, Inc., shall be paid an amount not to exceed
18 \$12,000.00 for its fees and costs relating to the administration of this
19 settlement, including but not limited to all the duties set forth above all tax
20 document preparation, custodial fees and accounting fees, all costs and fees
21 associated with computing, reviewing, and paying distributions from the
22 Gross Settlement Amount, all costs and fees associated with preparing any
23 tax returns and any other filings required by any governmental taxing
24 authority or agency, all costs and fees associated with preparing any other
25 notices, reports, or filings to be prepared in the course of administering
26 disbursements from the Gross Settlement Amount, and any other costs and
27 fees incurred and/or charged by the Claims Administrator in connection
28 with the execution of its duties under this Stipulation.

(d) LWDA Portion of PAGA Penalties: Subject to Court approval, \$56,250.00 shall be paid to the LWDA for PAGA Penalties, which represents the seventy-five percent (75%) share of the \$75,000.00 portion of the Gross Settlement Amount allocated to PAGA and payable to the LWDA pursuant to *Labor Code* §§ 2699 et. seq.

2.1.6 No later than fourteen (14) calendar days after the payment of funds to the Claims Administrator, Defendant, through the Claims Administrator, and according to the terms, conditions, and procedures set forth in this Stipulation, shall pay to each Participating Class Member their Individual Settlement Amount. Payments to Participating Class Members will be categorized as twenty percent (20%) wages for which an IRS W2 Form will be issued and eighty percent(80%) interest and penalties, not subject to withholdings or deductions, for which IRS 1099 Forms shall be issued.

2.1.7 The Claims Administrator shall compute the Individual Settlement Amount for the Participating Class Members as follows:

(a) First, the Settlement Administrator shall subtract the following amounts from the Gross Settlement Amount: (1) the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (2) the Class Representative Service Award; (3) the Settlement Administrator Fees; and (4) all applicable employer and employee payroll taxes and contributions (including the employer's payment of applicable FICA, FUTA, and SDI contributions, etc.) to appropriate local, state, and federal taxing authorities.

(b) Second, the Settlement Administrator shall calculate the Workweek Value by dividing the amount calculated in (a), above, by the Total Workweeks (i.e. the cumulative total of workweeks worked by Participating Class Members).

(c) Third, the Settlement Administrator shall calculate each Participating Class Member's Individual Settlement Amount by multiplying that Participating Class Member's Workweeks worked during the Class

1 Period by the Workweek Value.

2 (d) The Settling Parties agree that the above-described formula and
3 distribution methods are reasonable and fair in light of the Settling Parties'
4 investigation of the claims of the Class, and the relative degree of
5 uncertainty, risk of outcome of further litigation, and difficulties and delays
6 inherent in such litigation of these claims.

7 2.1.8 The Claims Administrator shall be responsible for calculating, reporting and
8 paying the employers' payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) through
9 the Gross Settlement Amount. Defendant, through the Settlement Administrator, will report each
10 payment made from the Gross Settlement Amount to government authorities including the Internal
11 Revenue Service as required by law, and it shall make all required deductions and/or
12 withholdings. Defendant, through the Settlement Administrator, will also retain the amount due
13 for payroll taxes and will pay those amounts to the pertinent government authorities in the manner
14 and the time prescribed by law. Defendant, through the Settlement Administrator, shall report the
15 wage payments to the Internal Revenue Service (and other relevant government agencies) as wage
16 income in the year of payment on a Form W-2 or similar form issued to the Participating Class
17 Members in question. Defendant, through the Settlement Administrator, shall report payments for
18 penalties and interest to the Internal Revenue Service (and other relevant governmental agencies)
19 as non-wage income in the year of payment on a Form 1099, or similar form issued to the
20 Participating Class Members in question.

21 2.1.9 The Settling Parties agree that nothing contained herein is intended to
22 constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied
23 upon as such. The tax issues for each Participating Class Member are unique, and each
24 Participating Class Member is advised to obtain tax advice from his or her own tax advisor with
25 respect to any payments resulting from this settlement.

26 2.1.10 Individual Settlement Amount payment checks will be valid for a period of one
27 hundred eighty (180) days following issuance by the Claims Administrator, after which they will
28 become void. If a Settlement Class Member does not cash his or her settlement check within 180

1 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the
2 State of California to be held pursuant to Unclaimed Property Law, California Civil Code §1500,
3 *et. seq.* for the benefit of those Class Members who did not cash their checks until such time that
4 they claim their property. The Settling Parties agree that this disposition results in no “unpaid
5 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
6 be paid out to Class members, whether or not they all cash their Settlement Checks. Therefore,
7 Defendant will not be required to pay any interest on such amounts. The Settlement Awards
8 provided to Class Members shall prominently state the expiration date or a statement that the
9 checks will expire in one hundred eighty (180) days, or alternatively, such a statement may be
10 made in a letter accompanying the check. Expired Settlement Awards will not be reissued, except
11 for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed
12 funds will result from the settlement.

12 **C. . Procedure for Approval and Implementation of Settlement**

13 **3.1 *Preliminary Approval***

14 3.1.1 The Class Representative, through his counsel of record, shall file
15 this Stipulation with the Court in conjunction with the Motion for Order Granting Preliminary
16 Approval of the Class Action Settlement. The Preliminary Approval motion will (1) seek
17 preliminary approval of this Stipulation pursuant to California Rule of Court 3.769(c); (2)
18 conditional certification of the Class for settlement purposes only; (3) seek approval of the Class
19 Notice and the mailing to all Class Members; and (4) request the scheduling of the Final Approval
20 Hearing, pursuant to California Rule of Court 3.769(e). Defendant shall not oppose the Motion
21 for Preliminary Approval, provided that the terms and conditions directly reflect those agreed
22 upon in this Joint Stipulation.

23 3.1.2 Failure of the Court to enter the Preliminary Approval Order in
24 accordance with the terms of the Agreement will be grounds for Defendant to terminate the
25 settlement and the terms of this Stipulation. The Settling Parties are to take all reasonable steps to
26 cure any deficiencies so as to avoid any termination of the settlement.

27 **3.2 *Notice to Class Members***

1 3.2.1 Following the grant of Preliminary Approval and direction by the
2 Court to mail the Court-approved Class Notice, the Claims Administrator shall mail a Notice to
3 each Class Member no later than thirty (30) days after the Preliminary Approval Date. The Class
4 Notice shall be mailed via first class mail, postage pre-paid through the United States Postal
5 Service.

6 3.2.2 Defendant shall prepare a list, in an electronically usable format
7 containing for each Class Member, to the extent Defendant has such information, the following:
8 (1) the first, last and middle name; (2) Last Known Address; and (3) social security number and/or
9 Employee ID Number. By approving this settlement, the Court will be deemed to have authorized
10 Defendant to provide the Claims Administrator with the Class Data List, including the social
11 security numbers of Class Members. Defendant shall provide the Class Data List to the Claims
12 Administrator and Class Counsel within fourteen (14) calendar days of the Preliminary Approval
13 Date.

14 3.2.3 For the Class Representative, the Claims Administrator shall mail
15 the Class Notice to the Class Representative in care of Class Counsel at Class Counsel's address.

16 3.2.4 For Class Members who have been designated by Defendant on the
17 Class List as an active employee, the Claims Administrator shall mail the Class Notice to the Last
18 Known Address provided by Defendant. If a Notice associated with an active employee is
19 returned as undeliverable due to a bad address, the Claims Administrator shall immediately
20 inform the Parties and request Defendant undertake efforts to obtain a more current address from
21 the Class Member for remailing of the Notice.

22 3.2.5 Prior to mailing the Class Notice, the Claims Administrator shall
23 undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known Address
24 of Class Members' addresses contained in the Class Data List. To the extent this process yields an
25 Updated Address, it shall replace the Last Known Address and be treated as the new Last Known
26 Address for purposes of this Stipulation and for Class Notice mailing.

27 3.2.6 If a Class Member is known to be deceased, the Class Notice for
28 that deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if

1 applicable) of the legal representative of the deceased Class Member's estate, to the extent
2 known.

3 3.2.7 Unless the Claims Administrator receives a Class Notice returned
4 from the United States Postal Service for reasons discussed below in this paragraph, that Class
5 Notice shall be deemed mailed and received by the Class Member to whom it was sent five (5)
6 days after mailing. In the event that subsequent to the first mailing of a Class Notice and prior to
7 the Opt Out Deadline, that Class Notice is returned to the Claims Administrator by the United
8 States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is
9 marked "Return to Sender," the Claims Administrator shall undertake an Accurint or Experian
10 Skip Tracing on the Class Member to attempt to ascertain the current address of the particular
11 Class Member in question and, if such an address is ascertained, the Claims Administrator will
12 re-send the Class Notice within three (3) business days of receipt of the returned Class Notice. In
13 either event, the Class Notice shall be deemed received once it is mailed for the second time. In
14 the event that subsequent to the first mailing of a Class Notice and on or after the Opt Out
15 Deadline, that Notice is returned to the Claims Administrator by the United States Postal Service
16 because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to
17 Sender," the Claims Administrator shall be required to take no further action with that Class
18 Notice and it shall be deemed to have been delivered. In the event that subsequent to the first
19 mailing of a Class Notice and prior to the Opt Out Deadline that Notice is returned to the Claims
20 Administrator by the United States Postal Service with a forwarding address for the recipient, the
21 Claims Administrator shall re-mail the notice to that address within three (3) business days of
22 receipt of the returned Class Notice, the Class Notice will be deemed mailed and received at that
23 point, and the forwarding address shall be deemed the Updated Address for that Class Member.
24 In any event, if the Claims Administrator does not receive notice from the United States Postal
25 Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address,
26 by the Opt-Out Deadline, the notice procedures in this paragraph will be deemed to have been
27 complied with as to that Class Notice and no further action need be taken by the Claims
28 Administrator with regard to that Class Notice. In the event the Claims Administrator must re-

1 mail any Class Notice pursuant to the provisions of this Paragraph due to being returned for an
2 invalid address, the Opt-Out and Objection Deadlines shall be extended fifteen (15) calendar days
3 beyond the original Opt-Out and Objection Deadline. The Claims Administrator shall include a
4 cover letter with any re-mailing informing the Class Member of the re-mailing of the Class
5 Notice and that he or she has fifteen (15) calendar days beyond the original Opt-Out and
6 Objection deadlines to postmark any response allowed by the Stipulation and Class Notice..
7 Compliance with the procedures described in this paragraph shall constitute due and sufficient
8 notice to Class Members of this proposed settlement and of the Final Approval Hearing, and shall
9 satisfy the requirements of due process. Nothing else shall be required of or done by the Settling
10 Parties, Class Counsel, counsel for Defendant, or the Claims Administrator to provide notice of
11 the proposed settlement and the Final Approval Hearing.

12 3.2.8 No later than thirty (30) calendar days before the Final Approval Hearing,
13 the Claims Administrator shall provide Class Counsel and counsel for Defendant with a
14 declaration attesting to completion of the notice process, including any attempts to obtain
15 Updated Addresses for, and the re-sending of, any returned Class Notices ("Declaration of
16 Compliance"), which shall be filed with the Court by Class Counsel together with the Motion for
17 Order Granting Final Approval and Entering Judgment.

18 3.3 *Responses to the Notice of Proposed Class Action Settlement*

19 3.3.1 Participation at Class Members' Own Expense: Pursuant to California Rule
20 of Court 3.766(d)(5), Class Members have the option to participate in the Lawsuit at their own
21 expense by obtaining their own attorney(s). Class Members who choose this option will be
22 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
23 will advise Class Members of this option.

24 3.3.2 Objections to Settlement: Class Members may also object to the settlement
25 by submitting a written objection to the Claims Administrator no later than the Objection
26 Deadline. The written objection must be signed and dated, and additionally state the Class
27 Member's name, dates of employment with Defendant, the case name and number (*Quintana v.*
28 *Stanford Park Hotel, LLC*, San Mateo Superior Court, Case No. 19CIV01194), and the basis for

1 the objection including legal authority if any. A Class Member who objects to the settlement will
2 still be considered a Member of the Settlement Class. Individuals who opt-out of the Settlement
3 may not object to the Settlement. If a Class Member submits both an objection and a request for
4 exclusion, the request for exclusion will control. Class Counsel shall file copies of such objections
5 at the time the Motion for Order Granting Final Approval of Class Action Settlement is filed with
6 the Court. Participating Class Members may attend the hearing on final approval and make an
7 objection, regardless of whether they submit a written objection in advance.

8 3.3.3 Opting Out of Settlement: Written requests to be excluded from or Opt-Out
9 of the Settlement must be post-marked and returned to the Claims Administrator at the address
10 provided in the Class Notice by no later than Opt Out Deadline, unless extended as provided for
11 above. Such written request for exclusion must contain the name, address, telephone number and
12 the last four (4) digits of the social security number or Employee ID Number of the person
13 requesting exclusion from the Class. Any person who properly opts out of the Class using this
14 procedure will not be entitled to any payment from the Gross Settlement Amount and will not be
15 bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members
16 who do not submit a valid and timely request for exclusion in the manner described in this
17 paragraph and as set forth in the Class Notice shall receive an Individual Settlement Payment and
18 shall become Participating Class Members and shall release the Released Parties from the
19 Released Claims upon Final Approval and entry of Judgment.

20 3.3.4 Class Members will have an opportunity to dispute the information provided in
21 their Notice. To the extent Class Members dispute the number of Workweeks with which they
22 have been credited or the amount of their Individual Settlement Payment, Class Members may
23 produce evidence to the Settlement Administrator showing that such information is inaccurate.
24 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
25 determinative. However, if a Class Member produces evidence to the contrary within sixty (60)
26 calendar days of the mailing of the Notice, the Parties will evaluate the evidence submitted by the
27 Class Member and the Parties will make the final decision as to the number of eligible Workweeks
28 that should be applied and/or the Individual Settlement Payment to which the Class Member may

1 be entitled. All such disputes are to be resolved not later than fourteen (14) calendar days after the
2 Opt-Out and Objection Deadlines..

3 3.3.5 In the event that any Class Member timely submits a Request for Exclusion
4 (Opt-Out of the Settlement Class), but it is deficient, as soon as possible, but not later than five (5)
5 business days of the Claims Administrator's receipt of such, the Claims Administrator shall send
6 by first class, postage pre-paid, United States mail a notice to such Class Member informing him
7 or her of the deficiency and that he or she has ten (10) calendar days from the date of the notice
8 (which shall be the date the notice is mailed) to cure the deficiency and postmark and mail the
9 Workweek Dispute or Request for Exclusion, even if postmarked after the Opt Out Deadline. The
10 Claims Administrator shall also copy Class Counsel and counsel for Defendant with any such
11 notices of deficiency.

12 3.3.6 The Settling Parties agree that the Opt Out/Objection Deadline shall not be
13 extended and no untimely submissions will be honored, under any circumstances, unless mutually
14 agreeable by the Settling Parties and/or except to the extent permitted above. Notwithstanding the
15 foregoing, a Class Member will be allowed to extend the Opt Out and Objection Deadlines for him
16 or herself if and only if he or she can make a showing of legal incapacity during the notice period.

17 3.4 *Post Claims Administration Period Events and Settlement Fairness Hearing*

18 3.4.1 At the Final Approval Hearing, the Class Representative shall ask the Court
19 to give final approval of this Stipulation and shall submit to the Court a proposed Order Granting
20 Final Approval of the Settlement and requesting that Judgment be entered (substantially in the
21 form attached hereto as **Exhibit "C"**). The Settling Parties shall take all reasonable efforts to
22 secure entry of the Order Granting Final Approval of Settlement, and the Judgment. If the Court
23 rejects the Stipulation, fails to enter the Order Granting Final Approval of Settlement, or fails to
24 enter the Judgment, this Stipulation shall be void, and Defendant shall have no obligation to make
25 any payments under the Stipulation. However, the Settling Parties and their counsel agree to take
26 all reasonable efforts to fix any deficiencies the Court cites for its non-approval as set forth herein.
27 Defendant shall not oppose the Motion for Final Approval, provided that its terms and conditions
28 directly reflect those agreed upon in this Joint Stipulation.

1 3.5 *Releases*

2 3.5.1 Upon the funding of the Gross Settlement Amount, the Class Representative
3 and each of the Settlement Class Members shall be deemed to have, and by operation of the
4 Judgment, shall have fully, finally, and forever released, relinquished, and discharged all Released
5 Parties from the Released Claims .

6 3.6 *Termination of Settlement: Reasonable Steps to Cure*

7 3.6.1 In the event that the settlement set forth in this Stipulation shall not be
8 approved in its entirety by the Court, or in the event that the Effective Date does not occur,
9 Defendant shall have the option to void the settlement, and in such case, no payments shall be
10 made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation
11 shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
12 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
13 the Court as reason(s) for non-approval of any matter(s) filed with the Court for approval. In the
14 event the Court reduces any of the amounts requested for the Class Representative, the Class
15 Counsel's fees or costs, or the Claims Administrator, the difference shall become part of the Class
16 Payout Fund. In the event that more than five percent (5%) of Class Members Opt Out of the
17 settlement in the manner provided by this Stipulation and Class Notice, Defendant shall have the
18 right to terminate and void this settlement and Stipulation; however, Defendant must notify Class
19 Counsel of its intention to nullify the settlement and Stipulation, in writing, within fourteen (14)
20 calendar days after the expiration of the Opt Out Deadline. If Defendant should elect to terminate
21 the settlement, because five percent (5%) or more of Class Members requested exclusion, then
22 Defendant shall be responsible for the payment of the Claims Administrator's fees and expenses.

23 3.7 *Miscellaneous Provisions*

24 3.7.1 No Person shall have any claim against Class Counsel, the Claims
25 Administrator, or any of the Stanford Park Releasees based on the payments made or other actions
26 taken substantially in accordance with this Stipulation and the settlement contained herein or
27 further orders of the Court.

28 3.7.2 This Settlement shall result in the release by Settlement Class Members of

1 Released Claims including those arising under PAGA. The Settling Parties and their counsel
2 agree that Defendant's payment of \$56,250.00 to the LWDA for its seventy-five percent (75%)
3 share of the PAGA Penalties to settle the PAGA claims is appropriate and proper consideration in
4 the overall context of this Stipulation.

5 3.7.3 The Parties agree to stipulate to class action certification only for purposes of
6 the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification
7 will be void. The Parties further agree that certification for purposes of the Settlement is not an
8 admission that class action certification is proper under the standards applied to contested
9 certification motions and that this Settlement Agreement will not be admissible in this or any other
10 proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable
11 to Plaintiff or any Class Member, other than according to the Settlement's terms.

12 3.7.4 In the event that the Stipulation is not substantially approved by the Court,
13 after all reasonable steps to cure have been exhausted, or the settlement set forth in the Stipulation
14 is terminated, cancelled, declared void, or fails to become effective in accordance with its terms,
15 or if the Judgment does not become Final, or to the extent cancellation is otherwise provided for in
16 this Stipulation, the Settling Parties shall resume the Litigation at that time as if no Stipulation had
17 been entered. In such event, the terms and provisions of the Stipulation shall have no further force
18 and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other
19 proceeding for any purpose, and any Judgment or order entered by the Court in accordance with
20 the terms of the Stipulation shall be treated as vacated. Notwithstanding any other provision of
21 this Stipulation, if the Court should fail to award attorneys' fees to Class Counsel in the full
22 amount provided for in this Stipulation, no order of the Court or modification of any order of the
23 Court concerning the amount of any attorneys' fees to be paid by Defendant to Class Counsel
24 pursuant to this settlement shall constitute grounds for cancellation or termination of the
25 Stipulation or grounds for limiting any other provision of the Judgment. It is agreed that no order
26 of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the
27 Gross Settlement Amount.

28 3.7.5 The Settling Parties (a) acknowledge that it is their intent to consummate

1 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
2 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of
3 the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and
4 (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
5 Stipulation and final approval should the Court not grant approval upon the first presentation.

6 3.7.6 The Settling Parties and their attorneys and experts agree to keep the
7 Settlement confidential through preliminary approval. The Settling Parties further agree that no
8 party shall issue any press release to the news media, or communicate in any way with any news
9 media, concerning the Settlement or the Litigation.

10 3.7.7 This Stipulation compromises claims which were contested and the subject
11 of a good faith dispute, and it shall not be deemed an admission by any of the Settling Parties as to
12 the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement
13 of the Litigation and the other terms of the Settlement were negotiated at arms' length and in good
14 faith with sufficient information by the Settling Parties and reflect a settlement that was reached
15 voluntarily after consultation with competent legal counsel.

16 3.7.8 All of the exhibits to the Stipulation are material and integral parts hereof
17 and are fully incorporated herein by this reference.

18 3.7.9 The Stipulation may be amended or modified only by a written instrument
19 signed by or on behalf of all Settling Parties or their respective successors-in-interest or their
20 respective counsel.

21 3.7.10 This Stipulation constitutes the entire agreement between the Settling
22 Parties hereto and no representations, warranties or inducements have been made to any party
23 concerning the Stipulation or its exhibits other than the representations, warranties and covenants
24 contained and memorialized in such documents. Except as otherwise provided herein, each party
25 shall bear its own costs.

26 3.7.11 Class Counsel, on behalf of the Settlement Class, are expressly authorized
27 by the Class Representative to take all appropriate action required or permitted to be taken by the
28 Class pursuant to the Stipulation to effect its terms and are also expressly authorized to enter into

1 any modifications or amendments to the Stipulation on behalf of the Settlement Class which they
2 deem appropriate.

3 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits
4 on behalf of any of the Settling Parties hereby warrants that such Person has full and express
5 authority to do so.

6 3.7.13 The Stipulation may be executed in one or more counterparts. All executed
7 counterparts and each of them shall be deemed to be one and the same instrument. A complete set
8 of executed counterparts shall be filed with the Court.

9 3.7.14 The Stipulation shall be binding upon, and inure to the benefit of, the
10 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
11 not create any third party beneficiaries unless otherwise specifically provided herein.

12 3.7.15 The Court shall retain jurisdiction with respect to implementation and
13 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
14 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

15 3.7.16 The Stipulation and the exhibits hereto shall be considered to have been
16 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
17 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
18 accordance with, and governed by, the internal, substantive laws of the State of California without
19 regard to principles of conflicts of law.

20 3.7.17 The language of all parts of this Stipulation shall in all case be construed
21 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
22 be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of the
23 Stipulation are contractual and are the product of negotiations between the Settling Parties and
24 their counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
25 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
26 construed against any party and the canon of contract interpretation set forth in California *Civil*
27 *Code* § 1654 shall not be applied.

28 3.7.18 Should any deadlines set forth in the Stipulation require any action to be

1 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
2 unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
3 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
4 notice or a re-mailing) fall on a Saturday and regular United States Mail service is in operation
5 that day, then no further extension pursuant to this paragraph shall apply to these specific
6 deadlines.

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DATED 08/26/2020

Dated: _____

APPROVED AS TO FORM

DATED _____

DATED: _____

Respectfully submitted,

PLAINTIFF

By: Francisco Quintana
Francisco Quintana

DEFENDANT

STANFORD PARK HOTEL, LLC

By: _____

Name: _____

Title: _____

LAWYERS FOR JUSTICE PC

By: _____
Edwin Aiwazian
Attorneys for Plaintiff Francisco Quintana

PROTECTION LAW GROUP LLP

By: _____
Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff Francisco Quintana

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DATED _____

Respectfully submitted,

PLAINTIFF

By: _____
Francisco Quintana

Dated: _____

DEFENDANT

STANFORD PARK HOTEL, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

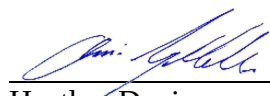
DATED August 26, 2020

LAWYERS FOR JUSTICE PC

By: 
Edwin Aiwan
Attorneys for Plaintiff Francisco Quintana

DATED: August 26, 2020

PROTECTION LAW GROUP LLP

By: 
Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff Francisco Quintana

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DATED _____

Respectfully submitted,

PLAINTIFF

By: _____
Francisco Quintana

Dated: 9/21/20

DEFENDANT

STANFORD PARK HOTEL, LLC

By: [Signature]

Name: GREGORY E ALDEN

Title: CEO of WESTERN LOGGING CORP
A MEMBER OF STANFORD
PARK HOTEL, LLC

APPROVED AS TO FORM

DATED _____

LAWYERS FOR JUSTICE PC

By: _____
Edwin Aiwarzian
Attorneys for Plaintiff Francisco Quintana

DATED: _____

PROTECTION LAW GROUP LLP

By: _____
Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff Francisco Quintana

1 DATED: September 21, 2010

LEWIS BRISBOIS BISGAARD & SMITH LLP

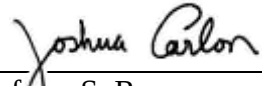
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3 By: 
4 Jeffrey S. Ranen
5 Joshua D. Carlon
6 Armida Derzakarian
7 Attorneys for Defendant, STANFORD PARK
8 HOTEL, LLC
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Exhibit A

Superior Court of California, County of San Mateo
Quintana v. Stanford Park Hotel, LLC
Case No. 19CIV01194

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act.

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former hourly-paid or non-exempt employees who worked for Defendant Stanford Park Hotel, LLC, in California from March 5, 2015 through September 25, 2020 (“the Class” or “Class Members”).

**If you are a Class Member you are eligible for a payment from the Settlement described in this Notice.
You do not need to do anything to receive this payment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval to the settlement. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information with the Administrator to ensure your settlement payment check is sent to the correct address.
EXCLUDE YOURSELF	You may exclude yourself, to opt out, if you do not want to participate in the settlement. If you exclude yourself, you will not receive any payment under the settlement. This is the only option that allows you to pursue your own claims (in your own lawsuit) against Stanford Park Hotel, LLC about the legal claims in this case.
OBJECT	Write to the Court if you think the settlement is not fair.
GO TO A HEARING	Ask to speak in Court about why you think the settlement is not fair.

**YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE
EXPLAINED IN THIS NOTICE.**

**STANFORD PARK HOTEL, LLC SUPPORTS THE SETTLEMENT AND WILL NOT
RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS
AND RECEIVES HIS OR HER SETTLEMENT PAYMENT.**

BASIC INFORMATION

1. Why did I get this notice packet?

You received this notice because the personnel records of Stanford Park Hotel, LLC (“Stanford Park Hotel”) identify you as someone who is or was employed at Stanford Park Hotel as an hourly-paid or non-exempt employee at any time from March 5, 2015 through September 25, 2020.

The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of San Mateo, and the case is known as *Quintana v. Stanford Park Hotel, LLC*. Case No. 19CIV01194 (“Action” or “Lawsuit”).

2. What is this lawsuit about?

On March 5, 2019, Plaintiff Francisco Quintana (“Plaintiff”) filed this lawsuit claiming that Stanford Park Hotel (“Defendant”) failed to comply with California wage and hour laws by failing to timely pay regular and final wages, failing to pay overtime wages and minimum wages, failing to properly provide for and/or failing to pay premiums for missed meal and rest periods, failing to issue accurate, itemized wage statements, failing to reimburse employees for necessary business expenses, and failing to keep required payroll records. The lawsuit also seeks to recover civil penalties for these claims pursuant to the Private Attorney’s General Act of 2004 (PAGA). In bringing his claims against Stanford Park Hotel, Plaintiff seeks to obtain wages and civil penalties on behalf of himself, the state, and other individuals Stanford Park Hotel employed.

Stanford Park Hotel denies all of these allegations and maintains that all of its employees were properly compensated and provided breaks in conformity with California law. The settlement is not an admission of any wrongdoing by Stanford Park Hotel or an indication that any law was violated.

Although Stanford Park Hotel denies the allegations made in the Action and denies that a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the settlement. The settlement provides for the conditional certification, for settlement purposes only, of those hourly-paid or non-exempt employees of Stanford Park Hotel in California from March 5, 2015 through September 25, 2020.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class in the manner set forth below.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff, Francisco Quintana, or Defendant, Stanford Park Hotel or whether Plaintiff’s claims have merit. There was no trial. Instead, both sides agreed to this no-fault Settlement to avoid the cost of a trial. Those affected will get compensation from the Settlement. Plaintiff, who was appointed as the Class Representative and Class Counsel agree that the Settlement is best for all Class Members.

5. Do I have a Lawyer in this Case?

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS FOR JUSTICE, PC as Class Counsel. The firms’ contact information is:

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
136 Main Street, Suite A
El Segundo, California 90245
Telephone: (424) 290-3095

LAWYERS FOR JUSTICE, PC
Edwin Aiwarzian, Esq.
410 Arden Ave, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

THE TERMS OF THE SETTLEMENT

6. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$850,000 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount”).

The “Class Member Payout Fund” is the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Class Representative service award to Plaintiff Francisco Quintana in the amount of \$7,500.00 for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) payment to Class Counsel for attorneys’ fees of up to 35% of the Gross Settlement Amount (\$297,500.00); (3) payment to Class Counsel for litigation costs of up to (\$35,000.00); (4) the Settlement Administration Costs to the Settlement Administrator, ILYM Group, Inc., which is estimated to be (\$12,000.00); and (5) a payment to the California Labor Workforce and Development Agency, under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”), in the sum of \$56,250 (75% of \$75,000) to cover all applicable civil penalties implicated or raised by the allegations of the Lawsuit. All of these payments are estimates subject to court approval at a Final Approval Hearing.

After deducting the above-referenced items, the remaining Payout Fund is estimated to be \$441,750.00. The Payout Fund will be apportioned and paid out entirely, automatically, to all Class Members who do not request to be excluded (or opt out) of the class action settlement. Any portion of the Payout Fund that would have been attributed to Class Members who timely opt out of the settlement will be paid to the Class Members who participate in the settlement.

7. How will the Settlement Payments be calculated?

Class Members who do not opt out of the settlement (“Participating Class Members”) will receive their share of the Payout Fund on a pro rata basis based on the number of weeks they worked for Defendant between March 5, 2015 and September 25, 2020. This payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties.

You worked XXX workweeks between March 5, 2015, and September 25, 2020. **Your Estimated Settlement Share is \$XXX.XX.** This is only an estimate. The actual amount you receive may be slightly more or less than the estimated amount shown.

This amount was determined based on Defendant’s record of your employment between March 5, 2015 and September 25, 2020, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. The Settlement Administrator’s contact information is listed below:

ILYM Group, Inc.
14771 Plaza Dr., Suite I
Tustin, CA 92780

8. How can I get my Settlement Payment?

You do not have to do anything to receive your Settlement Payment. If you do nothing, you will automatically receive your Settlement Payment after the Court approves the Settlement at a final fairness/final approval hearing.

However, it is your responsibility to keep the Settlement Administrator informed of any address changes as your Settlement Payment will be mailed to the last known address on file for you.

9. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be paid approximately 30 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed by the Settlement Administrator to the address on file for you—i.e. where you received this notice.*** Again, if this address is not accurate, or if you move after you receive this Notice, you should notify the Settlement Administrator by calling the Settlement Administrator, ILYM Group, Inc., at (888) 250-6810.

Class Members receiving a Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. Your Settlement payment will remain valid for 180 days after being issued. If you do not cash your check within 180 days, these funds will be sent to the California State Controller's Office and held on your behalf. If you do not cash your check, you may search for and recover these funds on the California State Controller's website: https://www.sco.ca.gov/upd_msg.html

10. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Stanford Park Hotel about the legal issues in this case. Specifically, you will be giving up or "releasing" the "Released Claims" described below against the "Released Parties" for the "Class Period":

Released Claims: Collectively refers to all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever including statutory, contractual, or common law claims, whether known or unknown, whether or not concealed or hidden, against Defendant and/or Releasees (as defined below), or any of them, for any type of relief and penalties, that accrued during the Class Period, and as a result of the Settlement Class Members' employment with Defendant and/or the Releasees (as defined below), or any of them, for any type of relief and penalties, that accrued during the Class Period, and as a result of the Settlement Class Members' employment with Defendant and/or the Releasees, which were or could have been pled based on the facts, allegations, and claims alleged in the operative complaint and any amendments thereto in the Litigation, including but not limited to violation of California *Labor Code* sections 201-204, 226, 510, 512, 1174, 1194, 1197-1199, 2800-2802, claims for civil penalties under *Labor Code* §§2698 et seq (Private Attorney General Act or "PAGA"), all claims arising under the Business and Professions Code §§ 17200 et seq. based on the alleged labor code violations, and all claims for interest on unpaid wages. This Stipulation of Settlement will release all claims of Class Members who do not timely Opt Out of the Settlement within the scope of the Litigation during the Class Period. In consideration for the service award and as an inducement for Defendant to enter into this Stipulation, Class Representative's Released Claims (and only the Class Representative) additionally include any and all claims including Unknown Claims against Defendant that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any Employer-

sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974. The Released Claims do not extend to any claims not alleged in the operative Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.

Released Parties: Refers to Defendant and its respective parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present or future offices, directors, and employees), predecessors, successors, and assigns.

Class Period: March 5, 2015 through September 25, 2020

After Defendant funds the Gross Settlement Amount, each Settlement Class member who has not submitted a timely and valid request to opt out of the Settlement will be bound by the approval and judgment and thereby releases Stanford Park Hotel from the claims asserted in the Action (as detailed above), or any other benefit claimed on account of the allegations asserted in the Action. As stated above, the Stipulation of Settlement will release all claims of Class Members who do not timely Opt Out of the Settlement within the scope of the Action arising between March 5, 2015 through September 25, 2020.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. **How do I get out of the settlement?**

If you wish to pursue your own separate lawsuit against Stanford Park Hotel for the claims asserted in the Action, or if you otherwise wish not to participate in the settlement for any reason, you should exclude yourself from this case (that is, opt out of the Settlement). To opt out and exclude yourself from the case, you must return the form attached to this letter with your signature and the last four digits of your social security number. Alternatively you may request to be excluded from the settlement by sending a signed and dated letter to the Settlement Administrator that contains your name, address, telephone number, and the last four digits of your social security number or employee ID number. The letter must state in substance:

“I wish to opt out of the class action lawsuit and settlement entitled *Quintana v. Stanford Park Hotel*, Case No. 19CIV01194, filed in the Superior Court of California, County of San Mateo. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.”

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.

[Settlement Administrator]
[Address]

12. If I don't exclude myself, can I sue Stanford Park Hotel for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Stanford Park Hotel for the claims that this settlement resolves. ***If you have a pending lawsuit, speak to your lawyer in that case immediately.*** You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is _____, 2020 [60 days of mailing of Notice Packet]

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court that I don't like the settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you must send a letter saying that you object to the *Quintana v. Stanford Park Hotel, LLC*, Case No. 19CIV01194, proposed settlement. You must include your name, dates of employment, your signature, and the specific reasons you object to the terms of the settlement. Mail the objection to the address listed below postmarked on or before _____, 2020 [60 days of mailing of Notice Packet]. You may also attend the Final Fairness hearing and make your objection then, regardless of whether you submit a written objection.

[Settlement Administrator]

[Address]

14. What's the difference between objecting and opting out of the case?

Objecting is simply telling the Court that you don't like something about the settlement. You may object only if you stay in the Class.

Opting out of the case is telling the Court that you don't want to be part of the Class. If you opt out of the case, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Approval hearing in Department 2 of the Superior Court of California, County of San Mateo located at 400 County Center Redwood City, California 94063 on _____ 2020, at ____ p.m. At this hearing the Court will determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend, if you so desire.

17. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval hearing. However, you cannot speak at the hearing if you timely excluded yourself from the Settlement because you are no longer a member of the Class; and therefore, the Settlement does not affect you.

GETTING MORE INFORMATION

18. Who may I contact if I have questions about the settlement?

This Notice is only a summary of the class action lawsuit and proposed class action settlement. For more information, you may inspect the Court files and the settlement agreement at the San Mateo County Superior Court, located at 400 County Center Redwood City, California 94063, during regular Court hours or online at <https://odyportal-ext.sanmateocourt.org/portal-external>.

If you require more information or have additional questions, you may also contact Class Counsel, Lawyers for Justice PC at (818) 265-1020 or Protection Law Group LLP at (424) 290-3095.

You may also contact the court-appointed Settlement Administrator, ILYM Group, Inc., by calling toll free 1-(888) 250-6810, or you can write to *Quintana v. Stanford Park Hotel* Class Action Settlement Administrator at [Settlement Administrator Address]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, STANFORD PARK HOTEL MANAGERS OR SUPERVISORS, OR ATTORNEYS FOR STANFORD PARK HOTEL FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **Stanford Park Hotel supports the Settlement** and will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives his or her Settlement Payment or requests to opt out of the case and settlement.

B. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address your Settlement Payment will be sent to.

C. **Settlement Payment checks must be cashed soon after receipt.** If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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ILYM Group, Inc.
14771 Plaza Drive, Unit L
Tustin, CA 92780
(888) 250-6810

***TO BE EXCLUDED FROM THE SETTLEMENT THIS OPT OUT FORM MUST BE SIGNED
AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED
ON OR BEFORE _____, 2020***

Home Telephone Number

Exhibit B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

FRANCISCO QUINTANA, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

STANFORD PARK HOTEL, LLC, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 19CIV01194

[Assigned for All Purposes to:
The Hon. Marie S. Weiner, Dept. 2]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Action Filed: March 5, 2019
Trial Date: None Set

1 Plaintiff's application for an Order Preliminarily Approving a Class Action Settlement and
2 setting a settlement hearing was filed with the court on _____, 2020. The Court has
3 considered the Joint Stipulation of Class Action and PAGA Settlement and Release and its
4 exhibits (the "Stipulation") and all other papers filed in this action.

5 NOW THEREFORE, IT IS HEREBY ORDERED:

6 1. All defined terms contained herein shall have the same meaning as set forth in the
7 Stipulation.

8 2. The Class Representative and Defendant, through their counsel of record in the
9 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
10 a whole.

11 3. The Court hereby conditionally certifies the following Class for settlement
12 purposes only: all current and former hourly-paid or non-exempt employees who worked for
13 Defendant in California at any time from March 5, 2015 through September 25, 2020 (the
14 "Class").

15 4. Should for any reason the Stipulation and Judgment not become Final, the fact that
16 the parties were willing to stipulate to certification of a class as part of the Stipulation shall have
17 no bearing on, or be admissible in connection with the issue of whether a class should be certified
18 in a non-settlement context.

19 5. The Court appoints and designates (a) Plaintiff Francisco Quintana as the Class
20 Representative and (b) Edwin Aiwarzian of Lawyers *for* Justice, PC and Heather Davis and Amir
21 Nayebedadash of Protection Law Group LLP are qualified to serve as Class Counsel for the Class.
22 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
23 required by, or which may be given, pursuant to the Stipulation, and such other acts reasonably
24 necessary to finalize the Stipulation and its terms. Any Class Member may enter an appearance
25 through his or her own counsel as such Class Member's own expense. Any Class Member who
26 does not enter an appearance or appear on his or her own behalf will be represented by Class
27 Counsel.

28 6. The Court hereby approves the terms and conditions provided for in the Stipulation

1 and the Parties are ordered to implement the settlement according to the terms of the Stipulation.

2 7. The Court hereby preliminary approves the Stipulation and the Gross Settlement
3 Sum in the amount of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00),
4 which is to be distributed as follows: Out of the Gross Settlement Sum, (a) Seven Thousand Five
5 Hundred Dollars and Zero Cents (\$7,500.00) is to be paid to the Class Representative for his
6 services to the Class; (b) a total of Two Hundred Ninety Seven Thousand Five Hundred Dollars
7 and Zero Cents (\$297,500.00) shall be paid to Class Counsel for attorneys' fees and Class Counsel
8 may seek reimbursement for actual costs incurred up to Thirty-Five Thousand Dollars (\$35,000);
9 (c) Fifty Six Thousand Two Hundred and Fifty Dollars (\$56,250.00) shall be paid to the California
10 Labor and Workforce Development Agency ("LWDA") for PAGA Penalties (which represents the
11 LWDA's seventy-five percent (75%) share of the Seventy-Five Thousand Dollars (\$75,000.00) in
12 PAGA Penalties paid); and (d) the Claims Administrator shall be paid for its fees and costs
13 relating to the claims administration process which is expected to not exceed Twelve Thousand
14 Dollars and Zero Cents (\$12,000.00). The Court further hereby preliminarily approves the Class
15 Member Payout Fund, and the formulas provided in the Stipulation regarding the payment of
16 Individual Settlement Amounts to the Class Members.

17 8. The Court finds that on a preliminary basis the Stipulation appears to be within the
18 range of reasonableness of a settlement, including the amount of the PAGA penalties, Class
19 Representative service award, Class Counsel fees and costs, the claims administration fees, and the
20 allocation of payments to Participating Class Members, that could ultimately be given final
21 approval by this Court. It appears to the Court on a preliminary basis that the settlement is fair,
22 adequate, and reasonable as to all potential Class Members when balanced against the probable
23 outcome of further litigation relating to issues of liability and damages. It also appears that
24 extensive and costly investigation, research, and court proceedings have been conducted so that
25 counsel for the Settling Parties are able to reasonably evaluate their respective positions. It
26 appears to the Court that settlement at this time will avoid substantial additional costs by all
27 Settling Parties and avoid the delay and risks that would be presented through further prosecution
28 of the Litigation. It also appears that settlement has been reached a result of intensive, serious, and

1 non-collusive, arms-length negotiations.

2 9. A hearing (the “Settlement Fairness Hearing”) shall be held before this Court on
3 _____ at _____ at the Superior Court of the State of California, County of San Mateo
4 to determine all necessary matters concerning the Stipulation, including whether the proposed
5 settlement of the action on the terms and conditions provided for in the Stipulation is fair,
6 adequate, and reasonable and should be finally approved by the Court and whether a Judgement,
7 as provided in the Stipulation, should be entered herein, as well as the reasonableness of Class
8 Counsel’s requested fees, litigation costs, and other payments provided by the Stipulation.

9 10. The Court hereby approves, as to form and content, the Notice of Proposed Class
10 Action Settlement, and accompanying Opt Out Form, which are attached as Exhibit A to the
11 Stipulation. The Court finds that distribution of the Class Notice and Opt Out Form to Class
12 Members substantially in the manner and form set forth in the Stipulation and this Order meet the
13 requirements of due process and shall constitute due and sufficient notice to all parties entitled
14 thereto.

15 11. The Court appoints and designates ILYM Group, Inc. as the Claims Administrator.
16 The Court orders Defendant to provide the Class List, Class Members dates of employment, and
17 the workweeks worked by the Class Members, to ILYM Group, Inc., within fourteen (14) days of
18 the date of this order. The Court hereby directs the Claims Administrator to provide: (a) the
19 approved Notice of Proposed Class Action Settlement and Opt Out Form to Class Members within
20 thirty (30) calendar days of Preliminary Approval Order using the procedures set forth in the
21 Stipulation.

22 12. Any Class Member may choose to opt out of and be excluded from the settlement
23 as provided in the Stipulation and Class Notice and by following the instructions for requesting
24 exclusion. Any person who timely and properly opts out of the settlement will not be bound by
25 the Stipulation or have any right to object, appeal, or comment thereon. Any Opt Out request
26 must be signed by each such Class Member opting out and must otherwise comply with the
27 requirements delineated in the Class Notice and Opt Out Form. Class Members who have not
28 requested exclusion by submitting a valid and timely Opt Out Form by the Opt Out Deadline shall

1 be bound by all determinations of the Court, the Stipulation and Judgment.

2 13. Any Class Member may object to the Stipulation or express his or her views
3 regarding the Stipulation and may present evidence and file briefs or other papers that may be
4 proper and relevant to the issues to be heard and determined by the Court as provided in the Class
5 Notice. No Class Member, however, shall be heard or entitled to object, and no papers or briefs
6 submitted by any such person shall be received or considered by the Court, unless on or before the
7 Objection Deadline, the Class Member or Person or his or her counsel properly submit their
8 written objections to the Claims Administrator. Participating Class Members may appear and
9 have their objections heard at the Final Fairness Hearing, regardless of whether they have
10 submitted a written objection.

11 14. The Class Members shall have sixty (60) calendar days from the date of mailing to
12 submit disputes, opt-out of, or object to the Settlement

13 15. Defendant must exercise any right it may have to terminate the Stipulation by no
14 later than fourteen (14) calendar days after the Opt Out Deadline.

15 16. The Motion for Final Approval shall be filed by Class Representative no later than
16 sixteen (16) court days before the Final Fairness Hearing.

17 17. The Court reserves the right to adjourn or continue the date of the Settlement
18 Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class
19 and retains jurisdiction to consider all further applications arising out of, relating to, or connected
20 with the Stipulation.

21 **IT IS SO ORDERED.**

22
23 DATED:

The Honorable Marie S. Weiner
Judge of the Superior Court

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

FRANCISCO QUINTANA, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

STANFORD PARK HOTEL, LLC, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 19CIV01194

[Assigned for All Purposes to:
The Hon. Marie S. Weiner, Dept. 2]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND ENTRY
OF JUDGMENT**

Action Filed: March 5, 2019
Trial Date: None Set

1 This matter came for hearing upon Plaintiff's unopposed application for approval of the
2 settlement set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release (the
3 "Stipulation"). Due and adequate notice having been given to the Class, and the Court having
4 considered the Stipulation, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Litigation, and good cause appearing,

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

8 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
9 Stipulation filed in this case.

10 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
11 Representative, and the other Members of the Settlement Class and Defendant.

12 3. The Court finds that the dissemination of the Notice of Proposed Class Action
13 Settlement as provided for in the Order Granting Preliminary Approval for the Settlement and
14 Setting a Settlement Fairness Hearing, constituted the best notice practicable under the
15 circumstances to all Persons within the definition of the Class, and fully met the requirements of
16 California law and due process under the United States Constitution. Based on evidence and other
17 material submitted in conjunction with the Settlement Fairness Hearing, the actual notice to the
18 class was adequate.

19 4. The Court finds in favor of settlement approval.

20 5. The Court fully and finally approves the settlement of the above-captioned action,
21 as set forth in the Stipulation, each of the releases and other terms, as fair, just, reasonable, and
22 adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with
23 the terms set forth in the Stipulation.

24 6. Except as to any individual claim of those Class Members who have validly and
25 timely requested exclusion from settlement, as identified in Attachment A hereto, all of the
26 Released Claims are hereby released upon the funding of the Gross Settlement Amount by
27 Defendant.

28 ///

4833-9277-7416.1

1 7. Except as otherwise provided in the Stipulation, the Settling Parties are to bear their
2 own costs and attorneys' fees.

3 8. Solely for purposes of effectuating this settlement, this Court has certified a class of
4 all Members of the Settlement Class, as those terms are defined in and by the terms of the
5 Stipulation, and this Court has deemed this definition sufficient for purposes of California Rules of
6 Court 3.765(a) and 3.771.

7 9. With respect to the Settlement Class and for purposes of approving the settlement
8 only and for no other purpose, this Court finds and concludes that: (a) the Members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interests among Members of the Settlement Class with respect to the subject matter
12 of the non-exempt claims in the Litigation; (c) the claims of Class Representative are typical of the
13 claims of the Members of the Settlement Class; (d) the Class Representative has fairly and
14 adequately protected the interests of the Members of the Settlement Class; (e) a class action is
15 superior to other available methods for efficient adjudication of this controversy; and (f) the
16 counsel of record for the Class Representative, Edwin Aiwarzian of Lawyers for Justice PC and
17 Heather David and Amir Nayebdadash of Protection Law Group LLP are qualified to serve as
18 Class Counsel.

19 10. This Court approves the Individual Settlement amounts, which shall be distributed
20 to Participating Claimants in accordance with the formula set forth in the Stipulation.

21 11. Defendant shall pay (a) attorneys' fees the amount of Two Hundred and Ninety-
22 Seven Thousand Five Hundred Dollars and Zero Cents (\$297,500.00) and costs in the amount of
23 up to Thirty Five Thousand Dollars and Zero Cents (\$35,000.000) to Class Counsel; (b) a service
24 award in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
25 Class Representative Francisco Quintana for his unique services; (c) the sum of Fifty Six
26 Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00) to the California Labor and
27 Workforce Development Agency ("LWDA") for PAGA Penalties (which represents the LWDA's
28 seventy-five percent (75%) share of the Seventy-Five Thousand Dollars and Zero Cents

1 (\$75,000.00) in PAGA Penalties paid); and (d) Twelve Thousand Dollars and Zero Cents
2 (\$12,000.00) to the Claims Administrator, ILYM Group, Inc., for its fees and costs relating to the
3 claims administration process. This Court finds that these amounts are fair and reasonable.
4 Defendant is directed to make such payments in accordance with the terms of the Stipulation.
5 Such payments must be paid to Class Members no later than fourteen (14) calendar days after the
6 Claims Administrator receives the complete funds from Defendant.

7 12. This Court reserves exclusive and continuing jurisdiction over the Litigation, the
8 Class Representative, the Settlement Class and Defendant for purposes of supervising the
9 implementation, enforcement, construction, administration, and interpretation of the Stipulation
10 and this Judgment.

11 **IT IS SO ORDERED.**

12
13 DATED:

14 _____
The Honorable Marie S. Weiner
15 Judge of the Superior Court
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