

03/15/2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

JUAN CAAMAL,

Plaintiff,

v.

**TRG CA EMPLOYMENT, INC., a
corporation; TIBURON LODGE CA
HOTEL MANAGER, LLC, a limited
liability company; and DOES 1-100,
inclusive,**

Defendants.

Case No.: CIV-2001374

**DECLARATION OF GILLIAN MCCREEDY
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

DECLARATION OF GILLIAN MCCREEDY

I, GILLIAN MCCREEDY, declare the following facts to be true and correct and if called as a witness would testify competently to the same:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa Mesa, CA 92626. My telephone number is (714) 410-2171. I am over 21 years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a class action Settlement Administration Company headquartered in Costa Mesa, California. It was founded by individuals who have each managed hundreds of Settlements along with professionals in the areas of software development, third-party claims administration, mail-house operations and call center support management.

3. Simpluris was appointed by the Court as Settlement Administrator to administer the Settlement in accordance with the terms of the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Agreement"). Simpluris has been responsible, among other things, for: (a) printing and mailing the Notice of Class Action Settlement and Exclusion Form and the Notice of Settlement Award Form (the "Notice Packet"); (b) receipt of undeliverable Notice Packets; (c) receiving any Objections; (d) and answering questions from Class Members. If the Court grants final approval of the Settlement, Simpluris will be responsible, among other things, for: (e) calculating individual Settlement payments, distributing funds, and tax-reporting following final approval; (f) mailing Settlement checks; (g) and for such other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Class Notice was 1-866-369-3780.

NOTIFICATION TO THE CLASS

5. On October 19, 2023, Simpluris received the Court-approved Notice from Plaintiff's Counsel. The Notice advised Class Members of their right to request exclusion from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

6. On October 25, 2023, Counsel for Defendant provided Simpluris with a mailing list ("Class List") containing the name, last known address, Social Security Number, and pertinent employment information during the Class Period for the Class Members. The Class List contained data for 98 unique Class Members. 14 of the 98 unique Class Members are in both the TRG Subclass and the Tiburon Lodge Subclass. There are 30 Class Members in the TRG Subclass and 82 Class Members in the Tiburon Lodge Subclass. The sum of all weeks worked by the Tiburon Lodge Subclass in the Class List amounted to 3,718, which is 27.372% higher than the estimate of 2,919 weeks provided in the Agreement. The number of work weeks that would have triggered the Escalator Clause is 3,064, i.e., 5% more than 2,919. Therefore, the Escalator Clause was triggered and Tiburon Lodge's contribution to the Maximum Settlement Amount is \$122,372.39, i.e., a 22.372% increase from \$100,000.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized in connection with the mailing of the Notice Packets.

8. On January 19, 2024, Notice Packets were mailed to 98 Class Members with addresses contained in the Class List via First Class Mail. A true and correct copy of the Notice Packet is attached hereto as **Exhibit A**.

9. As of this date, twelve (12) Notice Packets were returned by the post office. For those without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used

1 the Class Member’s name, previous address and Social Security Number to locate a more current
2 address. Seven (7) Notice Packets were re-mailed to either a newfound address, with forwarding
3 addresses provided by the United States Postal Service or at the request of the Class Member.
4 Ultimately, after additional searches, four (4) Notice Packets were undeliverable because Simpluris
5 was unable to find a better address.

6 **BREAKDOWN OF SETTLEMENT FUND**

7
8 16. As of this date, there are 98 Participating Class Members who will be paid their
9 portion of the Net Settlement Amount, estimated to be \$95,748.39. The Net Settlement Amount
10 available to pay Participating Class Members was determined as follows:

11	Gross Settlement Amount:	\$207,372.39
12	Less Attorneys’ Fees	-\$69,124.00
13	Less Litigation Costs	-\$10,000.00
14	Less Settlement Administration	-\$9,000.00
15	Less Plaintiff Service Awards	-\$5,000.00
16	Less LWDA PAGA Payment	-\$13,875.00
17	<u>Less PAGA Member Payments</u>	<u>-\$4,625.00</u>
18	Net Settlement Amount	\$95,748.39

19
20 As of this date, the *highest* Settlement Share to be paid is approximately \$2,669.61, and the
21 *average* Settlement Share to be paid is approximately \$488.51.

22 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

23 10. The deadline for Class Members to submit a Request for Exclusion, Object to the
24 Settlement or Dispute (“Response Deadline”) was March 4, 2024.
25 11. As of this date, Simpluris has not received any Request for Exclusion from a Class
26 Member.
27 12. As of this date, Simpluris has not received any Objections to the Settlement from a
28 Class Member.
13. As of this date, Simpluris has not received any Disputes regarding Workweeks
challenges from a Class Member.

1
2
3 **ADMINISTRATION COSTS**

4 14. Simpluris' total costs for services in connection with the administration of this
5 Settlement, including fees incurred and anticipated future costs for completion of the administration,
6 are \$9,000.00. Simpluris' work in connection with this matter will continue with the calculation of
7 the Settlement checks, issuance and mailing of those Settlement checks, etc., and to do the necessary
8 tax reporting on such payments.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct. Executed this 14th day of March 2024, at Norfolk, Virginia.

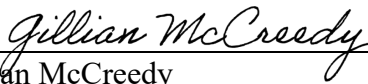
11 
12 Gillian McCreedy

Exhibit A

NOTICE OF SETTLEMENT AWARD FORM

Juan Caamal v. TRG CA Employment, Inc., et al.
Superior Court of the State of California, County of Marin
Case No. CIV-2001374

«IMb₁ullBarcodeEncoded»

Name/Address Changes:

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»

SIMID «SIMID»
«Barcode_186160»

Dear «FirstName»,

You have received this notice because Defendants' records support your inclusion in the Settlement Class as a member of one or both of the following two groups:

- **TRG Subclass:** All hourly-paid, nonexempt employees employed by TRG CA Employment, Inc. in the State of California from June 16, 2016 to September 30, 2019.
- **Tiburon Lodge Subclass:** All other hourly-paid, nonexempt employees employed by Tiburon Lodge CA Hotel Manager, LLC in the State of California from August 20, 2019 through September 15, 2022.

Based on Defendants' records, you worked a total of «MERGED_TRG_WW_CALC» workweeks in the **TRG Subclass** and «MERGED_TIBURON_WW_CALC» workweeks in the **Tiburon Lodge Subclass**.

Your **estimated Settlement Award** is: «MERGED_EstSettAmnt_CALC»

The value of your actual Settlement Award may be more or less depending upon the total number of weeks worked by participating Class Members and the Court's final approval order.

If you wish to dispute the accuracy of Defendants' records as to the number of workweeks worked under the Settlement, you must submit this form, along with any documentation supporting such dispute, by **March 4, 2024**, to: *Caamal v. TRG CA Employment, Inc., et al.* Settlement Administrator, PO Box 26170, Santa Ana, California 92799.

If disputing the number of workweeks worked, describe reason for dispute below:

Please note that you must include supporting documentation with your dispute, or it may not be accepted.

Should you have any questions regarding this matter, you may call us at (888) 369-3780. Our office hours are Monday-Friday 9am-5pm PST.

Sincerely,

Class Action Settlement Administrator

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

JUAN CAAMAL,

Plaintiff,

vs.

TRG CA EMPLOYMENT, INC, a corporation;
TIBURON LODGE CA HOTEL MANAGER,
LLC, a limited liability company; and DOES 1-
100, inclusive,

Defendants.

CASE NO. CIV-2001374

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT, AND HEARING DATE FOR
FINAL COURT APPROVAL OF
SETTLEMENT

ATTENTION: ALL CURRENT AND FORMER CALIFORNIA NON-EXEMPT EMPLOYEES OF TRG CA EMPLOYMENT, INC. AND TIBURON LODGE CA HOTEL MANAGER, LLC, AND WHO WORKED AT LEAST ONE SHIFT FROM JUNE 16, 2016 TO SEPTEMBER 15, 2022:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE MARCH 4, 2024.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for Marin County entered October 18, 2023, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Marin on behalf of all current and former California non-exempt employees of TRG CA Employment, Inc. and Tiburon Lodge CA Hotel Manager, LLC who worked at least one shift at any time between June 16, 2016 to September 15, 2022 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

Included within the Settlement Class are two "Subclasses," defined as follows:

- a. "TRG Subclass": All hourly-paid, nonexempt employees employed by TRG CA Employment, Inc. in the State of California from June 16, 2016 to September 30, 2019.
- b. "Tiburon Lodge Subclass": All other hourly-paid, nonexempt employees employed by Tiburon Lodge CA Hotel Manager, LLC in the State of California from August 20, 2019 through September 15, 2022.

Additionally, and for purposes of a release of claims for civil penalties under the Private Attorneys General Act (“PAGA”, Lab. Code § 2698 et seq.), the Parties have stipulated to the following two groups:

- a. The “TRG PAGA Members” – All hourly-paid, nonexempt employees employed by TRG CA Employment, Inc. in the State of California from July 20, 2019 to August 20, 2019.
- b. The “Tiburon Lodge PAGA Members” – All other hourly-paid, nonexempt employees employed by Tiburon Lodge CA Hotel Manager, LLC in the State of California from August 20, 2019 through September 15, 2022.

“Defendants” and the “Released Parties” in the Action include (i) Defendant TRG CA Employment, Inc.; (ii) Defendant Tiburon Lodge CA Hotel Manager, LLC; (iii) each of Defendants’ respective past, present and future parents, subsidiaries and affiliates; (iv) the past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing, and (v) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you are a Class Member. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On June 16, 2020, Plaintiff Juan Caamal filed a complaint in the Marin County Superior Court. This complaint included class action wage and hour allegations on behalf of all non-exempt employees who worked for Defendants within California. On September 23, 2020, Plaintiff filed his First Amended Complaint to include a representative Private Attorneys General Act (“PAGA”) claim. On September 1, 2021, Plaintiff filed his Second Amended Complaint to add additional allegations regarding rest and meal periods. On October 22, 2022, Plaintiff filed a Third Amended Complaint to add a cause of action under Labor Code section 2802 (failure to reimburse for business expenses) as against Defendant Tiburon Lodge CA Hotel Manager, LLC only. Defendants have denied all material allegations and asserted affirmative defenses. The term “Action” means this putative class and PAGA action pending in Marin County Superior Court, Case No. CIV-2001374. The Class Period is between June 16, 2016 to September 15, 2022 (the “Class Period”).

Plaintiff alleges in the Action that Defendants failed to properly calculate and pay overtime and double time wages, failed to provide meal and rest periods or pay premiums at the correct rate, failed to provide accurate wage statements, failed to properly calculate and pay sick pay, failed to timely pay final wages, failed to reimburse for business expenses (as against Tiburon Lodge CA Hotel Manager, LLC only), engaged in unfair competition, and violated the Private Attorneys General Act (“PAGA”), on behalf of Class Members during the Class Period. Plaintiff’s Third Amended Complaint seeks recovery of unpaid wages, penalties, interest, and attorneys’ fees and costs. Defendants deny all claims, and deny that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in private mediation before well-respected class action mediator Lisa Klerman, Esq. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon a proposal by the mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, to exclude yourself (“opt out”) from the Settlement, or to object to the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendants agree to pay a Maximum Settlement Amount of \$207,372 for all claims asserted on behalf of Class Members, damages, attorneys’ fees, costs, the enhancement award, penalties, and claims administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one third of the Maximum Settlement Amount, or \$69,124, reasonable costs of suit up to \$10,000, an Enhancement Award to the Class representative not to exceed \$5,000, the fees and expenses of the Settlement Administrator, not to exceed \$9,000, and \$13,875.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by Class Members during the Class Period. The entire Net Settlement Amount will be paid out to Class Members. The employer taxes on the wage portion of the Settlement Awards will be paid separately by Defendants.

The Notice of Settlement Award Form enclosed herewith lists, for each Class Member, the number of weeks each Class Member worked during the Class Period and his/her estimated Settlement Award. The value of the actual Settlement Awards may be more or less depending upon the total number of weeks worked by participating Class Members and the Court’s final approval order.

B. Settlement Formula, and Settlement Awards

Defendants will pay Settlement Awards through the Settlement Administrator, Simpluris, Inc., to each Class Member who has not submitted a Request for Exclusion from the Settlement (“Participating Class Members”). All Settlement Awards will be subject to appropriate taxation. Settlement Awards to Class Members will be based on the ratio of the number of weeks worked by each individual Class Member during the Class Period in proportion to the total number of weeks worked by all Participating Class Members during the Class Period. The number of workweeks will be determined by reference to Defendants’ records. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day, such Class Member will be credited with having worked one workweek for purposes of the Settlement.

The amounts distributed to the Class will be allocated as follows: 20 percent will be allocated to alleged unpaid wages and 80 percent will be allocated to statutory penalties and interest. IRS Forms W-2 and 1099-MISC will issue, as appropriate.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

D. Release of Claims

(a) Release by the Tiburon Lodge and TRG Subclass and PAGA Group Members:

On the Effective Date, each Class Member of the Tiburon Lodge Subclass who has not submitted a valid Request for Exclusion fully releases and discharges the Released Tiburon Lodge Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for: (a) failure to pay overtime wages in violation of Labor Code Section 510, 558, and 1194; (b) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and 226.3; (c) failure to pay final wages upon separation of employment in violation of Labor Code sections 201-203; (d) failure to provide timely, duty-free meal periods and/or pay required meal period premiums at the regular rate of pay in violation of Labor Code section 226.7 and 512; (e) failure to provide compliant rest periods and/or pay rest required period premiums at the regular rate of pay in violation of Labor Code section 226.7; (f) failure to pay wages timely during employment in violation of Labor Code sections 204 and 351; (g) failure to accurately pay sick pay in violation of Labor Code sections 233, 246, 246.5 and 248.5; (h) failure to reimburse employees pursuant to Labor Code section 2802; (i) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties under the California Labor Code or Wage Orders based on the alleged failures set forth above in (a)-(h) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (j) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)-(h) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (k) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections cited above in (a)-(i); and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period. (The foregoing are referred to as the "Tiburon Lodge Released Class Claims.")

On the Effective Date, and except as to such rights or claims as may be created by this Stipulation of Settlement, each Tiburon Lodge PAGA Member fully releases and discharges the Released Tiburon Lodge Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for all claims for civil penalties under PAGA based on the Labor Code violations alleged in each and every Notice sent by each Plaintiff to the LWDA, including those cited in (a)-(i) above, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiff sent to the LWDA ("Tiburon Lodge PAGA Released Claims").

(b) Release by the TRG Class Members and PAGA Group Members:

On the Effective Date, and except as to such rights or claims as may be created by this Stipulation of Settlement, each Class Member of the TRG Subclass who has not submitted a valid Request for Exclusion fully releases and discharges the TRG Released Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for: (a) failure to pay overtime wages in violation of Labor Code Section 510, 558, and 1194; (b) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and 226.3; (c) failure to pay final wages upon separation of employment in violation of Labor Code sections 201-203; (d) failure to provide timely, duty-free meal periods and/or pay required meal

period premiums at the regular rate of pay in violation of Labor Code section 226.7 and 512; (e) failure to provide compliant rest periods and/or pay rest required period premiums at the regular rate of pay in violation of Labor Code section 226.7; (f) failure to pay wages timely during employment in violation of Labor Code sections 204 and 351; (g) failure to accurately pay sick pay in violation of Labor Code sections 233, 246, 246.5 and 248.5; (h) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties under the California Labor Code or Wage Orders based on the alleged failures set forth above in (a)-(h) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (i) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)-(h) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (j) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(j) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections cited above in (a)-(h); and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period. (The foregoing are referred to as the "TRG Released Class Claims.") On the Effective Date, and except as to such rights or claims as may be created by this Stipulation of Settlement, each PAGA Group Member of the TRG Subclass fully releases and discharges the TRG Released Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for all claims for civil penalties under PAGA based on the labor code violations alleged in each and every Notice sent by each Plaintiff to the LWDA, including those cited in (a)-(hi) above, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiff sent to the LWDA ("TRG PAGA Released Claims").

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Defendants' records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator with the Notice of Settlement Award Form on or before March 4, 2024. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, Class Representative will receive an Enhancement Award up to \$5,000. This payment will be made for his service as Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendants' attorneys' fees and costs for an unsuccessful outcome in the Action.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendants agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of one-third of the Maximum Settlement Amount, or \$69,124 and reasonable attorneys' costs of up to \$10,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

H. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Defendants as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Caamal v. TRG CA Employment, Inc., et al. Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

"I elect to opt-out of the *Caamal v. TRG CA Employment, Inc., et al* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement."

Telephone: 888-369-3780

The Request for Exclusion must be postmarked no later than March 4, 2024. If you submit a Request for Exclusion which is not postmarked by March 4, 2024, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

B. Objecting to Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for April 11, 2024 at 9:00 a.m. (Pacific Time) in Department 10B. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Clerk of the Court, Marin County Superior Court, 3501 Civic Center Drive, San Rafael, CA, 94903, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

ROBERT J. WASSERMANN
JOHN P. BRISCOE
MAYALL HURLEY P.C.
112 S. Church St.
Lodi, CA 95240

COUNSEL FOR TRG CA EMPLOYMENT INC.

MOLLIE M. BURKS
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1111 Broadway, Suite 1700
Oakland, CA 94607

COUNSEL FOR TIBURON LODGE

CA HOTEL MANAGER LLC

ROBERT H. PEPPLER
HILLARY J. BACA
ANDREA CHAVEZ
NIXON PEABODY LLP
300 S. Grand Ave., Suite 4100
Los Angeles, CA 90071-3151

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Defendants. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator and each of the above-listed attorneys no later than 45 calendar days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to the Class Members, or March 4, 2024. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Marin County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 45 days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 9:00 a.m. (Pacific Time) on April 11, 2024, in Department 10B, or such other later date as the Court may authorize.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement, will release Defendants and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release

and to have released the above-described Released Claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a remote hearing via Zoom in Department 10B of the Superior Court of the State of California for the County of Marin, 3501 Civic Center Drive, San Rafael, CA, 94903, on April 11, 2024 at 9:00 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Zoom link to appear at the hearing is <https://www.zoomgov.com/j/1618270831?pwd=NlhEVXNlZFoyd0Yvei9HaSsxQnFlZz09>. The Department 10B Zoom ID is: 161 827 0831. To appear at the hearing telephonically, call (669) 254-5252 and enter the Zoom ID. The Court also will be asked at the Final Approval Hearing to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than February 17, 2024, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than one-third of the Maximum Settlement Amount for attorneys' fees not to exceed \$69,124 and reasonable costs not to exceed \$10,000.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" between Plaintiff and Defendants which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined through the Court's Public Case Access System at <https://apps.marincounty.org/BeaconRoa/BeaconROAStart.aspx> or by visiting the Court Clerk at any time between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court Holidays, in the Clerk's Office located at the 3501 Civic Center Drive, San Rafael, CA 94903.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

ROBERT J. WASSERMANN
JOHN P. BRISCOE
MAYALL HURLEY P.C.
112 S. Church St.
Lodi, CA 95240
Telephone: (209) 477-3833
Facsimile: (209) 473-4818

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.
BY ORDER OF THE SUPERIOR COURT**

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, California 95240 that is located in the county where the mailing and/or delivery below took place.

On March 15, 2024, I served the following document:

**DECLARATION OF GILLIAN MCCREEDY REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

addressed to:

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Employment, Inc.*

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 15, 2024, at Lodi, California.


LINDSAY RILEY