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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO
AQUINO, on behalf of the State of
California, as private attorneys general, and
as individuals on behalf of themselves and
on behalf of others similarly situated,

Plaintiff,

vs.

INTERSTATE MANAGEMENT
COMPANY, L.L.C., a Limited Liability
Company; INTERSTATE HOTELS AND
RESORTS, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2021-00023535-CU-OE-CTL

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 4, 2023
Hearing Time: 8:30 a.m.

Judge: Hon. Keri Katz
Dept: 74

Action Filed: May 27, 2021
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts
5 are within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendants Interstate
9 Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”), which motion
10 seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action with
11 Defendants; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
12 of “all individuals who are or previously were employed by Defendants Interstate Management
13 Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly,
14 non-exempt employees during the Class Period” of January 1, 2020 through January 31, 2023; (3)
15 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing
16 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. DeBlouw, and
17 Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Armond M. Jackson.,
18 Andrea Fernandez-Jackson, and Anthony Filer Jr. of Jackson Law, APC as Class Counsel for the
19 Class; (5) approving the form and method for providing class-wide notice; (6) directing that notice
20 of the proposed settlement be given to the Class; (7) appointing ILYM Group as the Administrator;
21 and (8) scheduling a final approval hearing date proposed for December 8, 2023 to consider
22 Plaintiffs’ motion for final approval of the settlement and entry of the Judgment, and Plaintiffs’
23 motion for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a copy of the
24 fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with exhibits
25 thereto. The form of the Agreement is based upon the Los Angeles County Superior Court model
26 form for a class and PAGA settlement. This Declaration incorporates by reference the definitions in
27 the Agreement, and all terms defined therein shall have the same meaning as set forth in the
28

1 Agreement.

2
3 Fairness of Settlement

4 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million
5 Nine Hundred Twenty Thousand Dollars (\$2,920,000) to be paid by Defendants, as set forth in the
6 Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the
7 Parties and will be made in full and final settlement of the Released Class Claims. The Gross
8 Settlement Amount includes all payments of Individual Class Payments to the Participating Class
9 Members, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Penalties.
11 The Gross Settlement Amount does not include the employer's share of payroll taxes which will be
12 separately paid by Defendants. The Settlement is all-in with no reversion to Defendants and no
13 need to submit a claim form.

14 4. The relief provided in the Settlement will benefit all members of the Class. The
15 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
16 Payments to the Class Members are all determined under a neutral methodology. Each
17 Participating Class Member will receive the same opportunity to participate in and receive payment
18 through a neutral formula that is based upon the pay periods worked by that individual.

19 5. On September 23, 2023, the Parties participated in an all-day mediation presided
20 over by Louis Marlin, a respected and experienced mediator of wage and hour representative and
21 class actions. In preparation for the mediation, Defendants provided Class Counsel with necessary
22 information for the members of the Class, including time punch data, payroll data and information
23 concerning the composition of the Class. Plaintiff analyzed the data with the assistance of damages
24 expert, Berger Consulting, and prepared and submitted a mediation brief and damage valuation to
25 the Mediator. Following this all-day mediation, the Parties agreed to this Settlement. The final
26 settlement terms were negotiated and set forth in the Agreement now presented for this Court's
27 approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable
28

1 and adequate.

2 6. Based upon 5,554 Class Members who collectively worked 100,000 pay periods
3 (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$525 per Class Member and
4 \$29.20 per pay period and the Net Settlement Amount provides an average recovery of \$320.42 per
5 Class Member and a recovery of \$17.79 per pay period. The calculations to compensate for the
6 amount due to the Class Members at the time this Settlement was negotiated were calculated by
7 Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the data for
8 putative class members and determined the potential maximum damages for the class claims. For
9 the Class, the maximum value of the claim for unpaid wages due to off the clock work was
10 potentially \$4,377,709, the maximum value of the claim for unpaid wages due to an alleged
11 miscalculation of the regular rate was \$31,224, the maximum value of the claim for unpaid wages
12 due to the maximum potential damages for unpaid meal premiums were estimated to be \$306,630
13 based upon an alleged 11% violation rate and after deducting the significant meal period premiums
14 paid by Defendants, the maximum potential rest period damages were estimated to be \$1,673,146
15 based upon the same alleged 100% violation rate, and the maximum potential damages for failure to
16 provide expense reimbursement were calculated to be \$250,000. In total, the damages for the Class
17 were calculated to have a maximum potential total value of \$6,638,710. In addition, Plaintiff
18 calculated that the maximum value of the potential waiting time penalties were between \$5,369,305
19 and \$17,744,738, depending on the predicate violation, and the maximum value of the potential
20 wage statement penalties were \$8,687,100.¹ Defendants vigorously disputed Plaintiffs' calculations
21 and exposure theories. Consequently, the Gross Settlement Amount represents more than 43% of
22 the potential maximum damages at issue for the Class in this case, assuming these amounts could

23
24 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
25 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
26 defenses asserted by Defendants, including, a good faith dispute defense as to whether any wages
27 were owed given Defendants' position that Plaintiffs were properly compensated. *See Nordstrom*
28 *Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if
the employer and employee have a good faith dispute as to whether and when the wages were
due.").

1 all be proven in full at trial.² The above maximum calculations should then be adjusted in
2 consideration for both the risk of class certification and the risk of establishing class-wide liability
3 on all claims. Given the amount of the Settlement as compared to the potential value of the claims,
4 the Settlement is most certainly fair and reasonable.

5
6 Procedural History of the Litigation

7 7. On May 27, 2021, Plaintiff Guillermo Nunez filed a Representative Action
8 Complaint against Defendant Interstate Management Company in the Superior Court of the State of
9 California, County of San Diego, asserting a single cause of action for violation of the Private
10 Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No.
11 37-2021-00023535-CU-OE-CTL (hereinafter "Nunez Action"). A true and correct copy of the
12 PAGA Notice sent by Plaintiff Nunez is attached hereto as Exhibit #3.

13 8. On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action
14 by filing a Complaint against Defendants in the Superior Court of the State of California, County of
15 Orange Case, No. 30-2020-001164624-CU-OE-CXC ("Aquino Action"). Plaintiff Aquino's
16 Complaint asserted claims against Defendants for: (1) unfair competition in violation of Cal. Bus &
17 Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor
18 Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor
19 Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of California
20 Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor
21 Code §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of
22 California Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation
23 of California Labor Code § 226; (8) failure to provide wages when due in violation of California
24 Labor Code §§ 201, 202 and 203; (9) failure to pay timely wages in violation of California Labor

25
26
27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
below at ¶ 33.

1 Code § 210; (10) failure to unlawfully receive wages in violation of California Labor Code § 221;
2 and (11) violation of PAGA. On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims
3 in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.
4 On October 6, 2021, Plaintiff Eriberto Aquino filed a First Amended Complaint in the Aquino
5 Action.

6 9. As part of the Agreement, the Parties agreed to stipulate to consolidate the Aquino
7 Action into the Nunez Action. On May 10, 2023, the Parties filed a First Amended Consolidated
8 Class and Representative Action Complaint in the Nunez Action, which encompassed the claims in
9 the Aquino Action and added class allegations on behalf of the Class Members for Labor Code
10 violations arising out of the same alleged facts in the PAGA claim. This First Amended
11 Consolidated Class and Representative Action Complaint is referred to as the Operative Complaint.

12 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
13 including production of documents, class data, and other information, allowing for the full and
14 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained informal
15 discovery, which included the production and analysis of relevant documents. The information for
16 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time
17 punch data for the class; (3) Defendants' wage and hour policies and job descriptions; (4) the
18 employment file for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As
19 such, Class Counsel received the data and information for the Class, which was sufficient for
20 Plaintiffs' expert to prepare the valuations of the claims for the Class.

21 11. Class Counsel has extensive experience in litigating wage and hour class actions in
22 California. The Parties have vigorously litigated the Actions since inception. During the course of
23 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
24 Defendants have engaged in substantial research and investigation in connection with the Action.
25 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
26 and utilized an expert to perform an analysis of the data and valuation of the claims.

27 12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
28

1 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
2 documents and information in connection with the Action. On September 23, 2022, the Parties
3 participated in an all-day mediation presided over by Louis Marlin, a respected and experienced
4 mediator of wage and hour class actions. Following the mediation, each side, represented by its
5 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
6 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
7 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
8 contentious.

9 13. Although a settlement has been reached, Defendants deny any liability or
10 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
11 any purpose other than settlement, the Action is appropriate for class and/or representative
12 treatment. Defendants contend, among other things, that they have properly classified and
13 compensated the Class Members and complied at all times with the California Labor Code,
14 applicable Wage Order, and all other laws and regulations. Further, Defendants contend that class
15 certification is inappropriate for any reason other than for settlement. Plaintiffs contend that
16 Defendants violated California wage and hour laws. Plaintiffs further contend that the Action is
17 appropriate for class certification on the basis that the claims meet the requisites for class
18 certification. Without admitting that class certification is proper, Defendants have stipulated that
19 the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10.) The Parties
20 agree that certification for settlement purposes is not an admission that class certification is proper.
21 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
22 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
23 stipulate and agree that the requisites for establishing class certification with respect to the Class are
24 satisfied.

25 14. Class Counsel has conducted a thorough investigation into the facts of the class
26 action. Over the course of more than two years, Class Counsel diligently evaluated the Class
27 Members' claims against Defendants. Prior to the settlement negotiations, counsel for Defendants
28

1 provided Class Counsel with access to necessary information for the Class. In addition, Class
2 Counsel previously negotiated settlements with other employers in actions involving nearly
3 identical issues and analogous defenses. Based on the foregoing data and their own independent
4 investigation, evaluation and experience, Class Counsel believes that the settlement with
5 Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the
6 best interest of the Class in light of all known facts and circumstances, including the risk of
7 significant delay, defenses asserted by Defendants, and potential appellate issues.

8
9 Settlement Terms and Plan of Allocation

10 15. The Gross Settlement Amount is Two Million Nine Hundred Twenty Thousand
11 Dollars (\$2,920,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount
12 consists of the following elements: (1) payment of the Individual Class Payments to the
13 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
14 Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
15 Payments to Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross
16 Settlement Amount does not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The
17 Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

18 16. Within thirty (30) days of the order granting final approval, Defendants shall deposit
19 the Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of
20 Individual Class Payments to Participating Class Members along with the other Court-approved
21 distributions shall be made by the Administrator within fourteen (14) days after Defendants fully
22 fund the Gross Settlement Amount. (Agreement at ¶ 5.1.)

23 17. The amount remaining in the Gross Settlement Amount after the deduction of
24 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class
25 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
26 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be
27 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.)

1 From the Net Settlement Amount, the Individual Class Payment for each Participating Class
2 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Pay
3 Periods worked by all Participating Class Members during the Class Period and (b) multiplying the
4 result by each Participating Class Member's Pay Periods. (Agreement at ¶ 3.2(e).) Pay Periods will
5 be based on Defendants' records; however, Class Members will have the right to challenge the
6 number of Pay Periods.

7 18. Class Members may choose to opt-out of the Settlement by following the directions
8 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
9 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
10 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
11 including those who submit an opt-out request, will still be paid their allocation of the PAGA
12 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
13 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
14 Class Members of their right to object to the Settlement and/or dispute their Pay Periods.
15 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

16 19. A Participating Class Member must cash his or her Individual Class Payment check
17 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
18 180 days will be voided and any funds represented by such checks to to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
20 subject to the requirements of California Code of Civil Procedure Section 384, subd. (Agreement at
21 ¶ 5.4.)

22 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
23 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
24 for settlement administration in an amount not to exceed \$47,000. (Agreement at ¶ 3.2(c).)

25 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
26 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
28

1 Class Counsel Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶
2 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
3 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

4 22. Subject to Court approval, Sixty Thousand Dollars (\$60,000) will be paid from the
5 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act,
6 Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor
7 Code § 2699(i), the PAGA Penalties shall be allocated as follows: 75% (\$45,000) shall be allocated
8 to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25%
9 (\$15,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees
10 based on the number of their respective PAGA Period Pay Periods. (Agreement at ¶ 3.2(d).) As set
11 forth in the accompany proof of service, the LWDA has been served with this motion and the
12 Agreement.

13
14 Risks of Continued Litigation and Standards for Approval

15 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
16 litigate and trying this Action against Defendants and then litigating possible appeals which could
17 take several years. Class Counsel has also taken into account the uncertain outcome and risk of
18 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
19 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
20 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
21 Settlement set forth in the Agreement is in the best interest of the Class Members.

22 24. Here, a number of defenses asserted by Defendants present serious threats to the
23 claims of the Plaintiffs and the other Class Members. Defendants asserted that Defendants'
24 practices complied with all applicable laws. Defendants argued that all work time was paid for and
25 that the regular rate was properly calculated. Defendants contended that their meal and rest period
26 policies fully complied with California law, that Defendants' timekeeping system recorded meal
27 periods, and that all meal periods were provided. Defendants' could argue the significant meal
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1 period premiums paid was evidence of their legally compliance practices. Further, Defendants
2 argued that Defendants were not required to record rest periods. As to expenses reimbursement,
3 Defendants maintained that employees were not required to use their cell phones and any use of
4 their cell phone was voluntary for their convenience and therefore not subject to Labor Code §2802.
5 Defendants argued that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
6 *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy*
7 *Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims, on liability, value, and class
8 certifiability as to the meal and rest period claims. Defendants also argues that based on its facially
9 lawful practices, they acted in good faith and without willfulness, which if accepted would negate
10 the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendants'
11 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believe
12 that these defenses could be overcome, Defendants maintains these defenses have merit and
13 therefore present a serious risk to recovery by the Class.

14 25. There was also a significant risk that, if the Actions were not settled, Plaintiff would
15 be unable to obtain class certification and thereby not recover on behalf of any employees other
16 than themselves. Defendants argued that the individual experience of each putative class member
17 varied with respect to the claims. Defendants could also contest class certification by arguing injury
18 and good faith were case-by-case determinations that precluded class certification. Plaintiff is
19 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
20 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
21 even if class certification was successful, as demonstrated by the California Supreme Court decision
22 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
23 overcome for a class wide recovery even where the class has been certified. While other cases have
24 approved class certification in wage and hour claims, class certification in this action would have
25 been hotly disputed and was by no means a foregone conclusion.

26 26. This settlement is therefore certainly entitled to preliminary approval. Were this
27 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
28

1 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

2 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
3 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
4 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel. In support,
5 Plaintiffs' declarations addresses their work and service on behalf of the Class. For purposes of this
6 preliminary approval stage, the requested service award of \$10,000 is well within the accepted
7 range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*,
8 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member
9 payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D.
10 Cal. 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*
11 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)
12 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*
13 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding
14 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
15 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime
16 class action and a pool of \$100,000 in enhancements). As explained in *Glass*, service awards are
17 routinely awarded to class representatives to compensate the employees for the time and effort
18 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
19 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
20 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards.

21 28. The stage of the proceedings at which this Settlement was reached also militates in
22 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
23 conducted a thorough investigation into the facts of the class action. Class Counsel began
24 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
25 investigation of the claims and conducted a review and analysis of the relevant documents and data.
26 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
27 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
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1 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
2 the likelihood of success on the merits and the results that could be obtained through further
3 litigation.

4 29. Based on the foregoing data and their own independent investigation and evaluation,
5 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
6 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
7 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
8 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
9 Counsel for both parties possessed sufficient information to make an informed judgment regarding
10 the likelihood of success on the merits and the results that could be obtained through further
11 litigation.

12
13 Class Certification Issues

14 30. Plaintiffs contends that the proposed settlement meets all of the requirements for
15 class certification under California Code of Civil Procedure § 382 as demonstrated below, and
16 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
17 should conditionally certify the Class for settlement purposes only, defined as follows:

18 All individuals who are or previously were employed by Defendants Interstate
19 Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California
who were classified as hourly, non-exempt employees during the Class Period.

20 (Agreement at ¶ 1.5.)

21 The “Class Period” is from January 1, 2020 through January 31, 2023. (Agreement at ¶ 1.13.)

22 a. **Numerosity** - Here, Plaintiffs assert that the 5,554 individuals who comprise
23 the Class can be identified based on Defendants’ records and are sufficiently numerous for class
24 certification.

25 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
26 questions of law and fact are present, and specifically the common questions of whether Defendants
27 miscalculated the regular rate, whether Defendants failed to pay wages for all time worked, whether
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1 Defendants failed to provide meal and rest periods, whether Defendants failed to provide required
2 expense reimbursement, and whether Class Members are entitled to damages and penalties as a
3 result of these practices. Plaintiffs contends that certification of this Class is appropriate because
4 Defendants allegedly engaged in uniform practices with respect to the Class Members. As a result,
5 these common questions of liability could be answered on a class wide basis.

6 c. **Typicality** - In this Action, Plaintiffs contend that there can be little doubt
7 that the typicality requirement is satisfied. The Plaintiffs worked for Defendants as non-exempt,
8 hourly employees during the Class Period. Plaintiffs contends that, like every other member of the
9 Class, they were subject to the same practices and policies of Defendants and are subject to the
10 same defenses. Thus, Plaintiffs assert that the claims of the Plaintiffs and the Class Members arise
11 from the same course of conduct by the Defendants, involve the same official policies and practices
12 of Defendants, and are based on the same legal theories.

13 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
14 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
15 with other class members, and (b) will prosecute the case vigorously on behalf of the Class. This
16 requirement is met here. First, Plaintiffs is well aware of their duties as the representative of the
17 Class and has actively participated in the prosecution of this case to date. Plaintiffs effectively
18 communicated with Class Counsel, provided documents and information to Class Counsel, and
19 participated in the investigation and resolution of the Action. The personal involvement of the
20 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
21 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
22 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
23 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
24 set of facts and legal theories.

25 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
27 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
28 experience. We have handled a number of class actions and complex cases and have acted both as

1 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
2 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
3 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
4 employment law class actions, including claims for misclassification, overtime, expense
5 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in hundreds of wage and
7 hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
8 adequate counsel by the courts throughout California. We have been approved as experienced class
9 counsel by both state and federal courts in California in contested class certification proceedings. A
10 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
11 settlement is defined as “all individuals who are or previously were employed by Defendants
12 Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who
13 were classified as hourly, non-exempt employees during the Class Period.” I have reviewed my
14 firm’s cases and representation of other plaintiffs and there is no conflict or representation which
15 would prevent my firm from representing the interests of the Class this case. My firm only
16 represents workers, and not employers. My firm has never represented Defendants nor any affiliate
17 of the Defendants. My firm’s only interest in the subject matter of this litigation is to ensure a
18 recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
19 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
20 employees and classes as the claims are all against different and distinct employers. I can think of
21 no conflict that would arise in our representation of the Class and our adequate representation of the
22 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
23 for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the
24 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

25 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
26 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
27 “A” to the Agreement.) The mailing will include a Spanish translation of the Class Notice.
28 (Agreement at ¶ 1.11.) The Class Notice will include, among other information: (i) information

1 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
2 including a description of the applicable release; (iii) information to the Class Members regarding
3 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
4 each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
5 amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the
6 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
7 from the date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-
8 out) or to submit an objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class Members shall be given the
9 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to
10 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
11 timely and proper request to opt-out will automatically receive a payment of their Individual Class
12 Payment. This notice program was designed to meaningfully reach the Class Members and it
13 advises them of all pertinent information concerning the Settlement.

14
15 33. The PAGA Claim -

16 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
17 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
18 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
19 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
20 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
21 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
22 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
23 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
24 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
25 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
26 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
27 class members." (LWDA Response at p.4).

28 b. **Valuation of the PAGA Claim.** Plaintiffs calculated the value of the alleged

1 PAGA claim as to Aggrieved Employees for civil penalties to be between \$5,000,000 and
2 \$10,000,000 for a single violation in every one of the estimated 100,000 pay periods at issue in the
3 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
4 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
5 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
6 per pay period but without stacking.³ The PAGA allocation in the Settlement is \$60,000. This
7 allocation is justified by several important considerations. First, the PAGA claim was subject to the
8 same risks as the underlying class claims. Second, Defendants asserted additional defenses to the
9 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could
10 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
11 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
12 potential that some or all of the PAGA penalties sought may not be awarded. Second, in
13 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
14 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
15 awarded could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the
16 PAGA claim. Even if we assume that violations for all 100,000 pay periods were established, using
17 the valuation from *Carrington* results in a potential recovery of \$500,000 under PAGA. This means
18 that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA
19 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
20 of the LWDA in *O'Connor v. Uber*.

21 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
22 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
23 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
24 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class

25
26 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$127,800 and \$255,600 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
2 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
3 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
4 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
5 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
6 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
7 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
8 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
9 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
10 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
11 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
12 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
13 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
14 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
15 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
16 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
17 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
18 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
19 *8:10-cv-00112-DOC* (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
20 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
21 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
22 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
23 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
24 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
25 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
26 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
27 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
28 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);

1 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
2 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
3 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
4 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
5 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
6 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
7 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
8 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
9 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
10 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
11 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
12 0.34% of \$1,450,000 settlement amount).

13
14 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
15 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
16 reasonable, and at the time of final approval, my firm will present lodestar to further support the
17 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
18 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
19 of the class action awards obtained by Class Counsel in similar employment actions throughout the
20 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
21 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
22 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
23 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
24 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
25 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
26 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
27 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
28 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.

1 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
2 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
3 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
4 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
5 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
6 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
7 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
8 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
9 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
10 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
11 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
12 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
13 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
14 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
16 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
17 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
18 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
19 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
20 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
21 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
22 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
23 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
24 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
25 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
26 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
27 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
28 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee

1 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
2 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
3 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
4 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
5 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
6 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
7 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
8 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
9 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
10 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
11 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
12 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
13 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
14 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
15 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
16 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
17 of the common fund is therefore reasonable in light of the fees that have been awarded in other
18 similar cases.

19
20 35. Class Representative Service Payment - The reasonableness of the requested service
21 award is also established by reference to the amounts that other California courts have found to be
22 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
23 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
24 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
25 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
26 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
27 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
28 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,

1 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
2 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
3 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
4 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
5 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
6 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
7 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
8 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
9 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
10 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
11 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
12 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
13 2011)(awarding \$10,000 service award together with additional compensation for their general
14 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
15 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
16 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
17 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
18 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
19 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
20 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
21 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
22 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
23 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
24 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
25 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
26 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
27 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
28 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding

1 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
2 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
3 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
4 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
5 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
6 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
7 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
8 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
9 *Inductrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
10 1, 2018) (awarding \$10,000 service award).

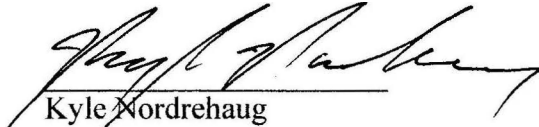
11
12 36. Potentially Related Other Actions - I am unaware of any other related cases pending
13 against Defendants which would be impacted by this settlement. (Agreement at ¶ 2.11.)

14
15 37. Administration - After seeking bids from qualified administrators, the estimate from
16 ILYM Group is was selected, as it provided for an estimate of \$44,750 to perform the settlement
17 administration for a Class of 5,554, with any difference between the actual expenses and the budget
18 of \$47,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used
19 ILYM Group successfully as the administrator in more than twenty class settlements in the last few
20 years and know them to be competent and experienced. My firm has no relationship or connection
21 with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4 is a true
22 and correct copy of the Declaration of Lisa Mullins which includes the estimate for administration
23 from ILYM Group.

24
25 Service on the LWDA:

26 38. At the same time as the filing and service of this declaration, I am also serving the
27 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
28 Settlement Agreement. This service is verified by the accompanying proof of service.

1
2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct. Executed this 11th day of July, 2023, at La Jolla, California.
4

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6 Kyle Nordrehaug
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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) in their individual capacities, as class representatives, and as private attorneys general, on the one hand, and defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) on the other. The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means: Plaintiff Guillermo Nunez and Eriberto Aquino’s Class and Representative Action captioned *Guillermo Nunez, et al. v. Interstate Management Company, L.L.C.*, Case No. 37-2021-00023535-CU-OE-CTL pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all hourly, non-exempt employees who were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. DeBlouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Armond M. Jackson., Andrea Fernandez-Jackson, and Anthony Filer Jr. of Jackson Law, APC (“JACKSON”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”

mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, email address (if known and available to Defendant), and number of Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 1, 2020 through January 31, 2023.
- 1.14. “Class Representative” means Guillermo Nunez and Eriberto Aquino, the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.

- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendants” mean Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc.
- 1.18. “Defense Counsel means Timothy L. Johnson and Nikolas T. Djordjevski of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay

Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Consolidated Class and Representative Action Complaint filed in this Action.
- 1.31. “Pay Period” means any Pay Period during which a Class Member or an Aggrieved Employee worked for Defendants for at least one day during the Class and/or PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 1, 2020 through January 31, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff Eriberto Aquino’s August 7, 2020 letter to Defendants and the LWDA and Plaintiff Guillermo Nunez’s January 20, 2021 letter to Defendant Interstate Management Company, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$60,000 _to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000) and the 75% to LWDA (\$45,000) in settlement of PAGA claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” mean Guillermo Nunez and Eriberto Aquino, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, Plaintiffs’ individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims outside of the Class Period.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners (including owners of hotel properties managed by Defendants), attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated

by this Agreement and the Judgment.

2. RECITALS

- 2.1. On May 27, 2021, Plaintiff Guillermo Nunez filed a Representative Action Complaint against Defendant Interstate Management Company in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 37-2021-00023535-CU-OE-CTL (hereinafter "Nunez PAGA Action").
- 2.2. On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case, No. 30-2020-001164624-CU-OE-CXC ("Aquino Action"). Plaintiff Aquino's Complaint asserted claims that Defendants:
- (a) Failed to pay minimum wages in violation of California Labor Code § 1194; IWC Wage Order 5, Section 3;
 - (b) Failed to pay overtime wages in violation of California Labor Code § 1194; IWC Wage Order 5, Section 3;
 - (c) Failed to provide required meal periods in violation of IWC Wage Order 5, Section 11;
 - (d) Failed to provide required rest periods in violation of IWC Wage Order 5, Section 12;
 - (e) Failed to pay timely wages upon termination in violation of California Labor Code § 203;
 - (f) Failed to provide and maintain accurate itemized wage statements in violation of California Labor Code § 226(a);
 - (g) Failed to pay for necessary expenses;
 - (h) Failed to pay timely wages in violation of California Labor Code § 210;
 - (i) Failed to unlawfully receive wages in violation of California Labor Code § 221;
 - (j) Violated California Business and Professions Code § 17200 et seq.; and
 - (k) Violated PAGA.
- 2.3. On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.
- 2.4. On October 6, 2021, Plaintiff Eriberto Aquino filed a First Amended Complaint in the Aquino Action.
- 2.5. On September 23, 2022, the Parties participated in an all-day mediation presided over by Lou Marlin. During the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

- 2.6. On May 10, 2023, the Parties filed a First Amended Consolidated Class and Representative Action Complaint in the Action, which encompassed the claims in the Aquino Action and added class allegations on behalf of the Class Members for Labor Code violations arising out of the same alleged facts in the PAGA only Nunez PAGA Action.
- 2.7. The First Amended Consolidated Class and Representative Action Complaint is the Operative Complaint in the Action.
- 2.8. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$2,920,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$973,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Class Counsel Fees Payment awarded shall be allocated fifty percent (50%) to BNBD and fifty percent (50%) to JACKSON. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$47,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$47,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000 to be paid from the Gross Settlement Amount, with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 5,554 Class Members and Aggrieved Employees who collectively worked a total 100,000 of Pay Periods.

- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days of the final approval order.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her

that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights assert in: (a) the Operative Complaint and (b) Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, Plaintiffs' individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs' release set forth herein also includes a waiver of all rights under California

Civil Code section 1542, which includes a release of all known and unknown claims against the Released Parties that have been alleged or could have been alleged arising out of the facts, circumstances, causes of action, and primary rights alleged in the Action. Civil Code section 1542 provides:

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

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs will be deemed to have waived their rights under Civil Code section 1542, as set forth above.

6.2. Release by Participating Class Members. Class Members will be deemed to have released the Released Parties of and from all of the Released Class Claims during the Class Period.

6.3. Release of Claims by the LWDA and Aggrieved Employees. The LWDA and the Aggrieved Employees, including Plaintiffs, fully release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the Released PAGA Claims. The Parties further agree the settlement of this Action shall be binding on Plaintiffs, the Aggrieved Employees, the LWDA, the State of California, Defendants, and the Released Parties. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released PAGA Claims that took place during the PAGA Period. Class Members who opt out will still release the Released PAGA Claims and will still receive their portion of the PAGA payment. (*Robinson v. So. Counties Oil* (2020) 53 Cal. App. 5th 476.).

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendants’ Responsibilities. By June 16, 2023, Defendants will prepare and deliver to Class Counsel a signed Declaration as to the number of Class Members and the number of Pay Periods for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees are not permitted to opt-out of the PAGA portion of the Settlement.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional

proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculations of the Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. Should the number of Pay Periods as set forth in paragraph 4.1 above increase by more than 10%, Defendants will have the option to either (a) increase the Gross Settlement Amount proportionally or (b) to shorten the Class Period as of the date on which the number of pay periods reaches 110,000.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement and return the Parties to their respective positions as of the date of acceptance. The Parties agree that, if Defendants withdraw, the Settlement shall be void, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants makes this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). In addition, Defendants and the Released Parties are entering this Settlement with the understanding they are in no way waiving their respective rights to compel arbitration of any claims. The Parties agree that nothing in this Settlement can or will be construed as such a waiver.

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income

to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Armond M. Jackson
Jackson Law, APC
2 Venture Plaza, Suite 240
Irvine, CA 92618
Tel: (949) 281-6857
Fax: (949) 777-6218
Email: ajackson@jacksonapc.com

To Defendants:

Timothy L. Johnson
Nikolas T. Djordjevski
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122
Tel: (858) 652-3100
Fax: (858) 652-3101
Emails: tim.johnson@ogletree.com
Nikolas.djordjevski@ogletreedekins.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 19, 2023


Guillermo Nunez (May 19, 2023 12:47 PDT)

Plaintiff Guillermo Nunez

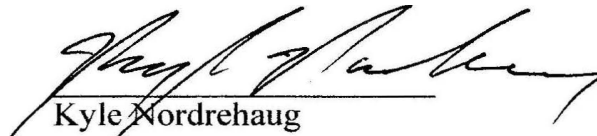
Dated: _____

Plaintiff Eriberto Aquino

Dated: _____

Tim L. Johnson
For Defendants

Dated: 5/20/23


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Armond M. Jackson
Jackson Law, APC
Attorney for Plaintiffs

Dated: _____

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Guillermo Nunez _____

Dated: 05/22/2023
Eriberto Aquino
Plaintiff Eriberto Aquino _____

Dated: _____
Tim L. Johnson
For Defendants

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 5/31/2023
Armond M. Jackson
Armond M. Jackson
Jackson Law, APC
Attorney for Plaintiffs

Dated: _____

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 19, 2023


Guillermo Nunez (May 19, 2023 12:47 PDT)

Plaintiff Guillermo Nunez _____

Dated: _____

Plaintiff Eriberto Aquino _____

Dated: 6/20/2023



Tim L. Johnson
For Defendants

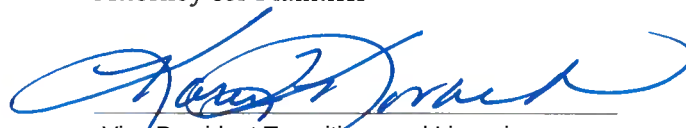
Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Armond M. Jackson
Jackson Law, APC
Attorney for Plaintiffs

Dated: 6/1/2023


Vice President Transitions and Licensing
On Behalf of Defendants

Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Guillermo Nunez, et al. v. Interstate Management Company, L.L.C., Superior Court of the
State of California, County of San Diego, Case No. 37-2021-00023535-CU-OE-CTL***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period (January 1, 2020 through January 31, 2023) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California during the PAGA Period (January 1, 2020 through January 31, 2023) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked <<_____>> Pay Periods** during the Class Period and **you worked <<_____>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally

approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of

	whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 74 before Judge Keri Katz. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment depend on how many Pay Periods you worked at least one day during the Class Period / PAGA Period, respectively. The number of Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period.

The “Class Period” is January 1, 2020 through January 31, 2023.

2. What is this class action lawsuit about?

On May 27, 2021, Plaintiff Guillermo Nunez filed this Action against Defendant Interstate Management Company in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case, No. 30-2020-001164624-CU-OE-CXC (“Aquino Action”). On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.

On June 6, 2023, the Plaintiffs filed a First Amended Consolidated Class and Representative Action Complaint in the Action, which encompassed the claims in the Aquino Action and added class allegations on behalf of the Class Members for Labor Code violations arising out of the same alleged facts in the PAGA only Action. The First Amended Consolidated Class and Representative Action Complaint is the “Operative Complaint” in the Action and asserts the following class claims against the Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages when due, and a representative claims for violation of PAGA.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendants complied with California wage statement requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Jackson Law, APC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered, unless there are objections in which case the Effective Date is when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$47,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$973,333.33, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$47,000. The Class Counsel Fees Payment awarded shall be allocated between Class Counsel as follows: fifty percent (50%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP and fifty percent (50%) to Jackson Law, APC. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$10,000 to each of the named Plaintiffs as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they

undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- **PAGA Penalties.** A payment of \$60,000 relating to Plaintiffs' claim under PAGA, 75% (\$45,000) of which will be paid to the State of California's LWDA. The remaining 25% (\$15,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Pay Period" means any Pay Period during which a Class Member or an Aggrieved Employee worked for Defendants for at least one day during the Class Period / PAGA Period, which is January 1, 2020 through January 31, 2023.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,779,666.67. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. The number of Pay Periods worked will be based on Defendants' records, however, Class Members may challenge the number of Pay Periods worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class

Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the Participating Class Members of and from all of the "Released Class Claims", which are all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, Plaintiffs' individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the LWDA and the Aggrieved Employees of the "Released PAGA Claims", which are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Class Members who opt out will still release the Released PAGA Claims and will still receive their Individual PAGA Payment.

Released Parties. The Released Parties collectively mean: Defendants and each of their former and present directors, officers, shareholders, owners (including owners of hotel properties managed by Defendants), attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendants' records reflect that you worked <<____>> Pay Periods during the Class Period / PAGA Period (January 1, 2020 through January 31, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Based on this information your estimated Individual PAGA Payment from the PAGA Penalties is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 59 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion. **The PAGA Penalties payment is \$60,000, of which \$15,000 will be distributed to the Aggrieved**

Employees to be allocated based on their respective Pay Periods. Your Individual PAGA Payment is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than _____ [forty-five (45) days after the date of the Notice or 59 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Nunez v. Interstate Management Company* lawsuit. The request to opt-out should state the Class Member’s full name, address, and email address or telephone number. Please include the name and number of the case, which is *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Nunez v. Interstate Management Company* or on the Court’s website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00023535.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or 59 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any

facts that support your objection. Make sure you identify the Action, *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

Timothy L. Johnson

Nikolas T. Djordjeovski

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

4370 La Jolla Village Drive, Suite 990

San Diego, CA 92122

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 74 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Keri Katz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the

Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to the Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nunez v. Interstate Management Company*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00023535.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Nunez v. Interstate Management Company* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Nunez v. Interstate Management Company*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2020-00017124. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check, where you may claim the funds. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO
AQUINO, on behalf of the State of California,
as private attorneys general, and as individuals
on behalf of themselves and on behalf of
others similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT
COMPANY, L.L.C., a Limited Liability
Company; INTERSTATE HOTELS AND
RESORTS, INC.; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2021-00023535-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Keri Katz
Dept.: 74

Date Action Filed: May 27, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Keri Katz of the Superior Court of the
2 State of California, in and for the County San Diego, on _____[DATE], for the motion by
3 Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) for preliminary approval of the
4 class settlement with Defendants Interstate Management Company, LLC and Interstate Hotels and
5 Resorts, Inc. (“Defendants”). The Court, having considered the briefs, argument of counsel and all
6 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
12 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
13 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
14 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
15 Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is Two Million Nine Hundred Twenty Thousand
19 Dollars (\$2,920,000). It appears to the Court on a preliminary basis that the settlement amount
20 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
21 against the probable outcome of further litigation and the significant risks relating to certification,
22 liability and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
26 further prosecution of the Action. It further appears that the Settlement has been reached as the
27 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily

1 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
2 outcome of further litigation and the significant risks relating to certification, liability, and
3 damages issues.

4 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
7 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
8 of any service award, until the Final Approval Hearing.

9 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 previously were employed by Defendants Interstate Management Company, LLC; and Interstate
14 Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees
15 during the Class Period." The Class Period is January 1, 2020 through January 31, 2023.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
23 action is superior to other available methods for the efficient resolution of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
25 representatives of the Class.

26 7. The Court provisionally appoints the Plaintiffs as the representatives of the Class.
27 The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit

1 Bhowmik, Nicholas J. DeBlouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De
2 Blouw LLP and Armond M. Jackson., Andrea Fernandez-Jackson, and Anthony Filer Jr. of
3 Jackson Law, APC as Class Counsel for the Class.

4 8. The Court hereby approves, as to form and content, the Notice of Proposed
5 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
6 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
7 accurately inform the Class of all material elements of the proposed Settlement, of the Class
8 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
9 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
10 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
11 and this Order meets the requirements of due process, is the best notice practicable under the
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
13 Class Notice shall include a Spanish translation of the Class Notice. The Court orders the mailing
14 of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

15 9. The Court hereby appoints ILYM Group as Administrator. No later than thirty (30)
16 calendar days after preliminary approval of the Settlement by the Court, Defendants shall provide
17 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
18 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
19 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
20 the Class Data, the Administrator will mail the Class Notice Packets to all Class Members via
21 first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member
22 addresses using the National Change of Address database.

23 10. The Court hereby preliminarily approves the proposed procedure for exclusion
24 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
25 from the Class as provided in the Class Notice by following the instructions for requesting
26 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
27 postmarked by the Response Deadline, which is forty-five (45) calendar days after the date of the
28

1 mailing of the Class Notice, and received by the Administrator. If the Class Notice Packet is re-
2 mailed, the Response Deadline will be extended an additional 14 days. Any such person who
3 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
4 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
5 thereon. Class Members who have not requested exclusion shall be bound by all determinations
6 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
7 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
8 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
9 the Settlement, all Aggrieved Employees will be paid their allocation of the PAGA Penalties and
10 will remain bound by the release of the Released PAGA Claims in the Agreement regardless of
11 their request for exclusion.

12 11. Any Class Member who has not opted out ("Participating Class Member") may
13 appear at the final approval hearing and may object or express the Member's views regarding the
14 Settlement, and may present evidence and file briefs or other papers that may be proper and
15 relevant to the issues to be heard and determined by the Court as provided in the Notice.
16 Participating Class Members will have until the Response Deadline to submit their written
17 objections to the Administrator in accordance with the instructions in the Class Notice. If the
18 Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days.
19 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
20 oral objection.

21 12. A Final Approval Hearing shall be held before this Court on _____
22 _____ at _____ in Department 74 at the San Diego County Superior Court to determine
23 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
24 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
25 and should be finally approved by the Court; whether the Final Approval Order and Judgment
26 should be entered herein; whether the plan of allocation contained in the Agreement should be
27 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'

1 fees and costs, the service award, and the expenses of the Administrator. All papers in support of
2 the motion for final approval and the motion for attorneys' fees, costs and service award shall be
3 filed with the Court and served on all counsel no later than sixteen (16) court days before the
4 hearing and both motions are scheduled for and shall be heard at the Final Approval Hearing.

5 13. Neither the Settlement nor any exhibit, document, or instrument delivered
6 thereunder shall be construed as a concession or admission by Defendants in any way that the
7 claims asserted have any merit or that this Action was properly brought as a class or representative
8 action, and shall not be used as evidence of, or used against Defendants as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendants or with respect to the truth of any allegation asserted by any person.
11 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
14 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendants of any liability,
16 fault, wrongdoing, omission, concession or damage.

17 14. In the event the Settlement does not become effective in accordance with the terms
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
22 including all available defenses and affirmative defenses, and arguments that any claim in the
23 Action could not be certified as a class action and/or managed as a representative action. In such
24 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
25 referred to in litigation for any purpose.

26 15. The Court reserves the right to adjourn or continue the date of the final approval
27 hearing and all dates provided for in the Agreement without further notice to Class Members and
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
4 further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

HON. KERI KATZ
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO
AQUINO, on behalf of the State of California,
as private attorneys general, and as individuals
on behalf of themselves and on behalf of
others similarly situated,

Plaintiff,

vs.

INTERSTATE MANAGEMENT
COMPANY, L.L.C., a Limited Liability
Company; INTERSTATE HOTELS AND
RESORTS, INC.; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2020-00023535-CU-OE-CTL**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Keri Katz
Dept.: 74

Action Filed: May 27, 2021
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motions of Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc.
4 (“Defendants”) and for an award of attorneys’ fees and costs, service payment, and the fees of the
5 Administrator duly came on for hearing on _____ before the Honorable Keri Katz.

6
7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Nine Hundred
17 Twenty Thousand Dollars (\$2,920,000) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On _____, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
4 by first class mail to members of the Class at their last known addresses on or about
5 _____. Mailing of the Class Notice to their last known addresses was the best notice
6 option under the circumstances and was reasonably calculated to communicate actual notice of the
7 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
8 fully and accurately informed the Class Members of all material elements of the proposed
9 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
10 Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully
11 with the laws of the State of California, the United States Constitution, due process and other
12 applicable law. The Class Notice fairly and adequately described the Settlement and provided
13 Class Members adequate instructions and a variety of means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was _____. There was an adequate interval between mailing of the Class
16 Notice and the response deadline to permit Class Members to choose what to do and act on their
17 decision. A full opportunity has been afforded to the Participating Class Members to participate in
18 this hearing, and all Participating Class Members and other persons wishing to be heard have been
19 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
20 proposed Settlement and Class. Accordingly, the Court determines that all Class Members who
21 did not timely and properly submit a request for exclusion are bound by the Settlement and this
22 Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
28

1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third of the
20 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
21 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
22 the results achieved by Class Counsel. The requested award has been supported by Class
23 Counsel's lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ to each Plaintiff is reasonable in light
28

1 of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payment to be made to the
6 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
8 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other
9 remaining duties set forth in the Agreement. The Administrator has documented \$ _____ in
10 fees and expenses, and this amount is reasonable in light of the work performed by the
11 Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
14 of \$60,000, which shall be allocated with 75% (\$45,000) allocated to the LWDA PAGA Payment
15 and 25% (\$15,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
16 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
17 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total
18 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
19 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
20 The Aggrieved Employees are all hourly, non-exempt employees who were employed by
21 Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in
22 California during the PAGA Period, which is January 1, 2020 through January 31, 2023. The
23 Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their
24 share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as
25 set forth below, whether or not they opt out of the Settlement.

26
27 **II.**

1 **ORDERS**

2 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

3 1. The certification of the Class for the purposes of settlement is confirmed. The
4 Class is defined as follows:

5 All individuals who are or previously were employed by Defendants Interstate
6 Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California
7 who were classified as hourly, non-exempt employees during the Class Period
(January 1, 2020 through January 31, 2023).

8 2. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
10 REFERENCE TO IDENTIFY ANY OPT OUTS].

11 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Class.

13 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
14 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
15 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

16 5. The payment of the Class Representative Service Payments in the amount of \$
17 _____ to each Plaintiff is approved.

18 6. The payment of \$_____ to the Administrator for their fees and expenses
19 is approved.

20 7. The PAGA Penalties in the amount of \$60,000 are and shall be allocated in
21 accordance with the Agreement.

22 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
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1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
4 these restrictions, Defendants may file in the Action or in any other proceeding this Final
5 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
6 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims and/or the Released PAGA Claims.

9 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

14 10. If the Agreement does not become final and effective in accordance with the terms
15 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
16 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
17 revert to their respective positions as of before entering into the Agreement, and expressly reserve
18 their respective rights regarding the prosecution and defense of this Action, including all available
19 defenses and affirmative defenses, and arguments that any claim in the Action could not be
20 certified as a class action and/or managed as a representative action.

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 5. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendants, Defendants and the Released Parties shall receive a release from the Participating
10 Class Members of and from all of the "Released Class Claims", which are all claims that were
11 alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary
12 rights asserted in the Operative Complaint which occurred during the Class Period, and expressly
13 excluding all other claims, including claims for vested benefits, Plaintiffs' individual claims for
14 retaliation, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers' compensation, and California class
16 claims outside of the Class Period.

17 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
18 Defendants, Defendants and the Released Parties shall receive a release from the LWDA and the
19 Aggrieved Employees of the "Released PAGA Claims", which are all claims for PAGA penalties
20 that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and
21 primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the
22 PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage
23 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
24 disability and worker's compensation, and claims outside of the PAGA Period. The release of the
25 Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
26 Aggrieved Employee submitted a request for an exclusion from the Class.

1 7. As of the Effective Date, Plaintiff generally releases and discharges the Defendants
2 and the Released Parties from all claims (“Plaintiffs’ Released Claims”) as set forth fully in the
3 Agreement.

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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6 Dated: _____

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8 HON. KERI KATZ
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
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FIRM RESUME

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ATTORNEY BIOGRAPHIES

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Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

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Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

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Admitted: 2011, California

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

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Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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WRITERS EXT:
1004

January 20, 2021
CA2253

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Interstate Management Company, L.L.C.
Certified Mail #70203160000068262551
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233, 246 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Interstate Management Company, L.L.C. in California and classified as non-exempt employees during the time period of January 20, 2020 until a date as determined by the Court. Our offices represent Plaintiff Guillermo Nunez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Interstate Management Company, L.L.C. (“Defendant”). Plaintiff has been employed by Defendant in California as a non-exempt employee since February of 2020 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10)

minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, among other things, Defendant violated Section 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including but not limited to, for the “MISC Earnings” item of pay, which was a wage payment. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN DIEGO**

13
14 GUILLERMO NUNEZ and ERIBERTO
15 AQUINO, on behalf of the State of California,
16 as private attorneys general, and as individuals
17 on behalf of themselves and on behalf of
18 others similarly situated,

19 Plaintiffs,

20 vs.

21 INTERSTATE MANAGEMENT
22 COMPANY, L.L.C., a Limited Liability
23 Company; INTERSTATE HOTELS AND
24 RESORTS, INC.; and DOES 1 through 50,
25 inclusive,

26 Defendants.

CASE NO.: **37-2021-00023535-CU-OE-CTL**

DECLARATION OF LISA MULLINS

Hearing Date: August 4, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Keri Katz

Dept.: 74

Date Action Filed: May 27, 2021

Trial Date: Not set

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28 **DECLARATION OF LISA MULLINS**

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2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone number to receive correspondence and inquiries from class members. After receiving the class data file from Defendant, which should contain the class members' names, last known addresses, and social

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1 security numbers, ILYM Group will upload the data into our database and check for duplicates and
2 other possible discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database,
5 maintained by the United States Postal Service ("USPS"), for the purpose of updating and confirming
6 the mailing addresses of the class members before mailing of the class notice and opt-out form. To the
7 extent an updated address is found in the NCOA database, ILYM Group will use the updated address
8 for mailing the class notice. If ILYM Group does not locate an updated address in the NCOA database,
9 it will use the original address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly re-mail the class notice.

13 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the
14 specific date for the deadline so that all class members will be apprised of exactly when all applicable
15 forms will be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out,
16 dispute or file an objection. At the expiration of the deadline, ILYM Group will inform all parties as to
17 the number and name of those individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering
20 tasks including but limited to overview and reconciliation of account; (c) calculating the individual
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties
24 and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached
25 hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will
27 be incurred unless the class size increases, or additional services are requested. ILYM Group's fees

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DECLARATION OF LISA MULLINS

1 associated with the administration of this settlement is: **\$44,750.00.**

2 I declare, under penalty of perjury under the laws of the United States of America and the State
3 of California that the foregoing is true and correct. Executed this 5th day of July 2023, at Tustin,
4 California.

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8 Lisa Mullins

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DECLARATION OF LISA MULLINS

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes – enhanced with SOC 2 efforts
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	SOC 2 in progress
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 efforts

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	In Process of codifying as part of SOC 2
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Interstate (2253)

Monday, March 13, 2023

Requesting Attorneys Name:

Christine T. LeVu

E-Mail:

christine@bamlawca.com

ILYM Contact:

Lisa Mullins

E-Mail:

Lisa@ilymgroup.com

Contact Number:

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	5,554
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	10	\$1,500.00
Programming of Class Database	Hourly	\$175.00	10	\$1,750.00
*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.				
Subtotal				\$3,250.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	12	\$1,440.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	5	\$350.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	7	\$490.00
Report Processing	Hourly	\$70.00	9	\$630.00
NCOA	Flat Rate	\$775.00	1	\$775.00
Toll Free Customer Service Representative	Flat Fee	\$975.00	1	\$975.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$5,910.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.15	5,554	\$6,387.10
USPS First Class Postage	Per Piece	\$0.60	5,554	\$3,332.40
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.80	1,111	\$1,999.44
Storage, Photocopies, Deliveries	Flat Fee	\$392.33	1	\$392.33

Subtotal \$12,111.27

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.15	5,554	\$6,387.10
USPS First Class Postage	Per Piece	\$0.60	5,554	\$3,332.40
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.80	555	\$999.72
Reminder Postcard, Includes Postage	Per Piece	\$0.90	1,944	\$1,749.51
Reminder Notice via Email and Social Media	Flat Fee	\$500.00	1	\$500.00
Preparation of Taxes	Hourly	\$120.00	25	\$3,000.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$20,218.73

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$3,260.00

TOTAL CASE ESTIMATE: \$44,750.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.