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Attorneys for Plaintiff ALBERT THOMPCKINS,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT THOMPCKINS and NATALIE
KATIE BERNICE JOHNSON, Individually
and on behalf of the general public as private
attorney general,

Plaintiffs,

v.

HOST INTERNATIONAL INC., dba HMS
HOST, a Delaware Corporation; and DOES 1-
50, inclusive,

Defendants.

CASE NO.: 21STCV20440

Hon. Theresa M. Traber
Dept. 47 (Stanley Mosk)

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: August 21, 2025
Time: 9:00 a.m.
Dept.: 47

DECLARATION OF JAMES HAWKINS

1 I, James Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am a partner at the law firm of James
3 Hawkins, APLC. I am one of the attorneys of record for Plaintiff Albert Thompkins (hereinafter
4 referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action
5 on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support
6 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed
7 concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have
8 personal knowledge of the facts set forth below, and if called to testify regarding them, I could and
9 would do so competently.

10 2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed
11 Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit A** to the
12 Settlement Agreement is a true and correct copy of the Notice of Class Action Settlement.

13 **BRIEF HISTORY OF THE CASES**

14 Thompkins Action

15 3. On September 9, 2021, Plaintiff Thompkins filed a putative class action against
16 Host in the Superior Court for the State of California, County of Los Angeles, which Host
17 removed to the United States District Court for the Central District of California, Case No. 2:22-
18 cv-00227-SVW (JCx) (the “Federal Court Action”). The class complaint alleged the following
19 Labor Code violations: (a) failure to pay wages including overtime, (b) failure to provide meal
20 periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in
21 lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major
22 fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional
23 hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon
24 separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, and
25 (f) unfair competition (“UCL”). Plaintiff Thompkins is also seeking civil penalties pursuant to
26 PAGA for the above Labor Code Violations.

27 4. On March 25, 2021, Plaintiff Thompkins delivered his PAGA notice to the LWDA.
28 On June 1, 2021, Plaintiff Thompkins filed his PAGA Action alleging PAGA penalties premised

1 on the same California labor code violations as alleged in the class complaint. On or about March
2 22, 2022, the Parties in the *Thompkins* action entered into a tolling agreement regarding the class
3 claims and filed a dismissal without prejudice of the Federal Court Action, pursuant to Federal
4 Rules of Civil Procedure Rule 41.

5 5. On or about September 23, 2024, the Parties resolved this action. Pursuant to the
6 terms of the agreement, Plaintiff Thompkins shall file an amended complaint adding the tolled
7 class claims. The First Amended Complaint shall allege class and PAGA claims for (a) failure to
8 pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional
9 hour of pay or accurately pay an additional hour of pay in lieu of providing a meal period; (c)
10 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
11 pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest
12 period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ,
13 (e) failing to provide accurate itemized wage statements, and (f) unfair competition ("UCL").
14 Plaintiff Thompkins is also seeking civil penalties pursuant to PAGA for the above Labor Code
15 Violations. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Thompkins gave timely
16 written notice to Defendant and the LWDA by sending the PAGA Notice.

17 Johnson Action

18 6. On September 15, 2023, Plaintiff Johnson submitted to the LWDA and served on
19 Defendant a notice stating she intended to serve as a proxy of the LWDA on behalf of other
20 employees for alleged violations of the labor code ("Johnson PAGA Notice"). On September 18,
21 2023 Plaintiff Johnson filed a class action complaint in Sacramento Superior Court against
22 Defendants for various violations of the labor code. Separately, on December 8, 2023, Plaintiff
23 Johnson filed a representative complaint for the alleged violations of the labor code set forth in the
24 Johnson PAGA Notice.

25 Consolidation of *Thompkins* and *Johnson*

26 7. As part of the terms of the Settlement, the Parties in *Thompkins* and *Johnson* agreed to
27 consolidate the matters under *Thompkins*. On June 6, 2025 the Parties submitted a Joint Stipulation For
28 Leave to File First Amended Complaint which sought *inter alia* to add Plaintiff Johnson as a named

1 Plaintiff, to consolidate the *Johnson* claims with this matter, and to assert class claims. The Court
2 subsequently granted the Parties' stipulation and on July 23, 2025 the First Amended Complaint was filed.

3 Mediation

4 8. On October 12, 2023, the Parties participated in an all-day mediation presided over by
5 Hon. Amy Hogue, Ret., and again on March 28, 2024, but were unable to reach a resolution. After
6 the two mediation sessions, with the help of the mediator, the Parties engaged in further settlement
7 discussions. Ultimately, this led to this Agreement to settle the Actions.

8 INVESTIGATION

9 9. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
10 issues implicated by Plaintiffs' claims and were able to objectively assess the settlement's
11 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
12 discuss the factual bases for pursuing their actions against Defendant for Labor Code violations.
13 Plaintiffs were intimately familiar with Defendant's labor policies and practices, and over the
14 course of multiple interviews, knowledgeably summarized those policies and practices to
15 Plaintiffs' Counsel. During those conversations, Plaintiffs' Counsel explained how the policies
16 and practices were instituted and provided valuable insight into how they gave rise to the alleged
17 Labor Code violations. Based on these interviews with Plaintiff, Plaintiffs' Counsel determined
18 that there were legally sufficient grounds for pursuing the Actions against Defendant. And in
19 preparation for drafting the complaints, Plaintiffs' Counsel conducted their own independent
20 preliminary investigations into the factual bases for Plaintiffs' claims, which entailed, *inter alia*, a
21 careful examination of Plaintiffs' personnel files and associated records.

22 10. Plaintiffs' Counsel received a considerable amount of documents and data,
23 including employee demographic data, time and pay records for the entire class, sample waivers,
24 sample arb agreements, Defendant's policies and procedures manuals which covered a broad
25 range of topics including, *inter alia*, employee clock-in policies and procedures, attendance
26 policies, meal periods/rest periods, overtime & premium pay, etc. The document and data
27 exchanges allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the claims being
28 settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's Counsel to make

1 an independent assessment of the reasonableness of the settlement's terms.

2 11. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims
3 at issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and
4 class representatives through interviews, background investigations, and analyses of their
5 employment files and related records; (2) evaluating all of Plaintiffs' potential representative
6 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
7 the positions, and the type of employer; (4) propounding formal written discovery, (5) analyzing
8 employees' time and wage records; (6) reviewing Defendant's employment policies and practices;
9 (7) researching settlements in similar cases; (8) evaluating Plaintiffs' claims and estimating
10 Defendant's liability for purposes of settlement; (9) drafting the mediation brief; and (10)
11 participating in the mediation.

12 12. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
13 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth
14 in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
15 Members in light of all known facts and circumstances, including the risk of significant delay and
16 uncertainty associated with litigation, and various defenses asserted by Defendant.

17 13. Defendant denies any wrongdoing and denies liability with respect to the matters
18 alleged in the Complaint and believe that they have valid defenses to all of Plaintiff's claims.
19 Defendant further contends that they complied with all wage and hour laws applicable to the
20 employment of Plaintiff and other Class Members. To date, no class has been certified and no
21 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
22 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
23 to any of the issues presented in this action. Defendant contends it implemented written policies
24 and maintained practices that complied with the requirements of the California Labor Code and
25 applicable California Wage Orders. Defendant contends all minimum wages, overtime wages,
26 and double time wages were paid in compliance with California law and applicable California
27 Wage Orders. In addition, an individualized investigation into the circumstances surrounding
28 failure to pay wages is warranted because such claims can only be decided on a case-by-case

1 basis, common issues do not predominate and class certification is neither superior nor proper.
2 Defendant contends that Plaintiff and Class Members were not subject to any bonuses or other
3 remuneration requiring recalculation of the regular rate for overtime. Lastly, Defendant asserts it
4 maintained a policy of no off the clock work, and the facts and circumstances regarding off the
5 clock were not supported in this case.

6 14. Since the filing of the complaint, the Parties have exchanged extensive
7 informal discovery and engaged in numerous discussions regarding the factual and legal issues
8 surrounding this case. Throughout the litigation, Defendant produced thousands of pages of
9 information and thousands of lines of data, including policies, handbooks, payroll and time
10 records for approximately 3,500 class members. Defendant also provided Plaintiffs' personnel
11 file, records regarding documents identifying the non-exempt positions and information regarding
12 the number of employees holding these positions during the relevant time period. Defendant also
13 provided substantial information concerning the total number of potential class members, the
14 payroll data at issue, and the applicable hourly rates, workweeks and pay periods, and other
15 summary data related to the alleged class. The Parties have conducted themselves in informed,
16 good faith arms-length negotiations after conducting discovery and exchanging extensive evidence
17 and information about the claims and defenses of this lawsuit through informal discovery, and
18 engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at
19 settling their dispute.

20 15. In preparation for the mediations, Plaintiffs reviewed the entire discovery produced.
21 The information had to be extrapolated and processed to figure out the amount of compensation
22 Plaintiff contends are due to the Class. The evidence and information gathered and reviewed by
23 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
24 to all Settlement Class Members. The mediation included discussions and examination of the
25 proposed Class and the Parties' respective positions on the legal and factual issues raised in the
26 Complaint.

27 16. As a result of the mediation, the Parties agreed to settle this matter for a Gross
28 Settlement Amount ("GSA") of \$975,000.00. The settlement class is defined All current and

1 former non-exempt employees employed by Host in California at any of the Airports¹ during the
2 time period of January 30, 2019 through May 1, 2025. Defendant represents there are
3 approximately 4,250 individuals in the Class Period.

4 17. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of
5 litigation and probable outcome at the class certification stage, and if any Class were certified, at
6 trial. Based on their own respective independent investigations and evaluations, and after taking
7 into account the sharply disputed factual and legal issues involved in this matter, the risks
8 attending further prosecution of the case, and the monetary benefits received under the Settlement
9 despite the questionable nature of the claims, Plaintiff's counsel is of the opinion that Settlement
10 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
11 adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated
12 the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants'
13 defenses thereto and the damages claimed by Plaintiff on behalf of the Settlement Class.

14 18. I believe that the consideration and terms set forth in the Settlement Agreement are
15 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
16 known facts and circumstances, including the various defenses asserted by Defendant, and
17 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
18 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
19 litigation, the lengthy process of establishing specific damages and various possible delays and
20 appeals, were also carefully considered in agreeing to the proposed Settlement.

21 **SETTLEMENT TERMS**

22 19. The \$975,000.00 GSA includes, without limitation, (1) automatic payments from
23 the Net Settlement Amount to all Class Members who do not opt out; (2) attorneys' fees in the
24 amount of up to \$325,000.00 and reimbursement of litigation costs and expenses in the amount of
25 up to \$45,000.00 to Class Counsel ("Attorneys' Fees and Costs" or "Class Counsel Award"); (3)

26
27 ¹ "Airports" means Fresno Yosemite International Airport, John Wayne International Airport, Oakland International
28 International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco
International Airport and/or San Jose International Airport. (Settlement Agreement ¶ 1.5).

1 Service Award to Plaintiffs in the amount of up to \$10,000.00 each totaling \$20,000.00 (“Service
2 Payment”); (4) fees and expenses of administration of the Settlement to the Settlement
3 Administrator in an amount not to exceed \$40,000.00 (“Settlement Administration Costs”); (5) the
4 twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Sum
5 that will be distributed to Class Members in the PAGA Group in the amount of \$25,000.00; and
6 (6) the seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of
7 \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA”). This is a
8 non-reversion settlement. After deductions, the Net Settlement Amount (“NSA”) is estimated to
9 be approximately \$445,000.00.

10 **ANALYSIS OF RISKS AND FAIRNESS OF SETTLEMENT**

11 20. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiffs
12 involved both in not prevailing on one or more of the causes of action or theories alleged in the
13 operative Complaint and in non-certification, and if successful, Defendant disputes of the ability
14 of Plaintiffs to certify a class in this case. Defendant also argued it maintained lawful written
15 policies that were provided to the class members. Yet, despite the defenses proffered by
16 Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of
17 the NSA. The amount to be paid to the Class is fair, adequate and reasonable given the significant
18 risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at
19 class certification or at trial or not being paid anything even if trial was successful.

20 21. The Parties investigated relevant law as applied to the facts of the case, potential
21 defenses, and damages claimed by Plaintiffs on behalf of himself and the Class. Discovery
22 largely focused on Plaintiffs’ allegations that Class Members were not paid all wages owed,
23 including overtime and minimum wages, were not provided meal periods, were not provided rest
24 periods, received improper wage statements, were not reimbursed all necessary expenses, and
25 were not paid all owed and due wages during employment and upon separation of employment.
26 Information and data exchanges included significant sampling of Class Members’ dates of
27 employment, hourly rates time records, and payroll records, and collective bargaining
28 agreements. The parties conducted their own evaluations of the potential recoveries based on the

1 claims alleged in the Action and the defenses at play.

2 22. Defendant generally denies all claims alleged in the action and further denies class
3 or representative treatment is appropriate for any purpose other than this settlement. Defendant
4 positioned that if litigation continued, MSJ would be granted in Defendant's favor, and/or class
5 certification would not be granted, or if it were, that it would be reversed, and would not result in
6 any liability on the merits in any event. Defendant contended Plaintiff is not an adequate class
7 representative, his claims are not typical of the Class, and individual issues predominate over
8 common ones. Defendant argued similarly for the PAGA claims. However, Defendant concluded
9 further litigation would be protracted and expensive. Thus, Defendant determined it is desirable to
10 settle the Action in the manner and upon the terms and conditions of the settlement agreement.

11 23. Although Plaintiffs' Counsel believe the claims are strong, Plaintiffs' Counsel
12 also recognize that if the litigation had continued, they may well have encountered significant
13 legal and factual hurdles that could have prevented the Class and PAGA Members from obtaining
14 any recovery. To be sure, a number of cases have found wage and hours actions to be especially
15 amenable to class resolution. However, some courts have gone the other way, finding that some of
16 the very claims at issue here-especially meal period and rest period and off the clock work
17 violations-were not suitable for class adjudication or PAGA management, because they raised too
18 many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1 , 31 (2014)
19 (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 1 76 Cal. App. 4th 1333, 1341 (2009)
20 (affirming denial of certification because employees' declarations attesting to having taken meal
21 and rest periods demonstrated that individualized inquiries were required to show harm);
22 *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20,
23 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and meal
24 break classes due to lack of uniform policy); *.Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS
25 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on
26 employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax NA.*,
27 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,
28 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period

1 claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I,
2 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines,*
3 *Inc.* , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because
4 individual issues predominated when different employee stations provided different practices with
5 respect to meal periods).

6 24. Some courts have denied certification even when an employer's policies are
7 unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS
8 7868, *35-4 1 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff
9 submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court
10 concluded that the predominance and superiority elements were not met based on the employer's
11 presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.*
12 at *38-40. And it should be underscored that that claims which are amendable to certification can
13 be disposed of by motion for summary judgment. *See Loudv. Eden Med. Ctr.*, 2013 U.S. Dist.
14 LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage
15 statement claim because plaintiff could not show injury due to defects and that incorrect wage
16 information is not willful).

17 25. As the above examples illustrate, the prospect of certifying a wage and hour action
18 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
19 A denial of class certification effectively forecloses continued litigation, as neither the individual
20 nor his or her attorney will have any incentive to proceed with an individual case when such small
21 claims are at stake. *See In re Baycol Cases I & II*, 5 1 Cal. 4th 75 1 , 758 (2011) (explaining that a
22 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
23 claims). In other words, for cases where individual damages are relatively small, denial of class
24 certification results in a near-complete loss for Plaintiffs as well as no recovery for the employees,
25 who are shut out of the action. Thus, if the putative Class is not been certified, the value of
26 Plaintiffs' case would be reduced to a fraction of the value of this Settlement; indeed, Defendant
27 would likely have offered no money to settle the class-wide claims if certification had is denied or
28 MSJ is been granted in Defendant's favor.

1 26. The PAGA penalties were also uncertain. A number of courts have found that the
2 “subsequent” penalty under PAGA applies only after a court or the Labor Commissioner determines that
3 the employer has violated the Labor Code. *See Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX,
4 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . .
5 until a court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff]
6 has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus]
7 PAGA’s heightened penalty of \$200 for subsequent violations will not be calculated to determine the
8 amount in controversy”); *Steenhuysen v. UBS Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018)
9 (same); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL
10 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that
11 they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine*
12 *Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
13 Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
14 violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor
15 Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

16 27. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
17 penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result in
18 an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code ¶ 2699(h). In reducing
19 PAGA penalties, courts have considered issues including whether the employees suffered actual injury
20 from the violations, whether the defendant was aware of the violations, and the employer’s willingness to
21 fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA
22 penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D.
23 Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D.
24 Cal. Aug. 12, 2011). With the 2024 PAGA Amendments, penalties could be reduced if certain
25 circumstances under Labor Code 2699 (f).

26 28. For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
27 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**
28 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the maximum

1 penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply
2 with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal.
3 App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty
4 under PAGA. *Id.* at 529.

5 29. Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
6 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
7 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
8 under specified PAGA claim where the employer produced evidence that it took its obligations seriously);
9 *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011)
10 (reversing trial court decision denying any civil penalties where violations had been proven, remanding for
11 the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day*
12 *Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying
13 PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class
14 basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-
15 00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past
16 PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

17 30. Finally, early resolutions save time and money that would otherwise go to litigation.
18 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this action had
19 settled following additional litigation, the settlement amount would likely have taken into account the
20 additional costs incurred, and there may have been less available for Class Members. Cost savings is one
21 reason why California policy strongly favors early settlement. *See Nemy v. Regents of University of*
22 *California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on settlements and observing that
23 "[s]ettlement is perhaps most efficient the earlier the settlement comes in the litigation continuum."). This
24 concern also supports settlement.

25 31. Further, beyond the risk of an adverse ruling on the merits, Class Counsel considered the
26 fact that continued litigation would likely take years and would be extremely expensive given the breadth
27 and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which
28 will surely drag the case far into the future even with a positive trial result. When facing a distant and

1 unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more
2 reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a
3 consideration favoring settlement. Given these realities, it is highly likely that the future expense of this
4 litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in
5 favor of approval of this settlement.

6 **DAMAGE ANALYSIS**

7 32. The Gross Settlement Amount is well within the acceptable range of reasonableness
8 for the claims of the Settlement Class. My office created multiple liability models using various
9 combinations of assumptions for penalties and damages related to the different claims at issue.
10 The models represent the range of total liabilities possible prior to any judicial reduction, and do
11 not include attorney fees. After analysis and review of Defendant's time and pay record
12 production and other payroll data, Class counsel estimates the overall value of the damages at
13 approximately \$22,642,495; but accounting for a 50% risk reduction totaling approximately
14 **\$11,321,247** and the PAGA penalties could potentially be in excess of **\$6,354,000** should
15 Plaintiffs prevail at the class certification stage, survive any appeals and win on all claims and be
16 awarded damages and penalties for each pay period and workweek for all class members and
17 aggrieved employees and certain assumptions and extrapolations were confirmed with further
18 discovery. Indeed, Defendant's policies could potentially support Defendant's good faith and lack
19 of willfulness arguments, where for example LC 203, LC 226 and LC 2698, et. seq. claims could
20 be reduced to zero, which accounts for approximately 70% of the overall figures and damages
21 disused herein.

22 **Overtime and Unpaid Wages**

23 33. Based on the average rate of pay at \$16.96 and expert analysis of the time records for
24 unpaid time and unpaid overtime was valued at approximately \$2,781,098. This amount was
25 calculated by reviewing the actual time punch data sample and comparing that data with the pay
26 data to calculate off the clock and overtime worked that was not paid at the legally required
27 overtime rate of pay, and extrapolating that amount to the rest of the data. This claim is highly
28

1 contested by Defendant and its counsel, and maintain Defendant's pay practices are Labor Code
2 compliant.

3 Meal and Rest Breaks

4 34. Plaintiffs' theory is that due to high pressure work demands and production demands,
5 Plaintiffs and the putative class members were deprived of their meal and rest breaks. Expert
6 analysis of the available the time data found that there was approximately 23.9% unique meal
7 break violations. Based on actual time punch data analyses of the data sample, Plaintiffs' expert
8 then extrapolated that amount to the rest of the class, and meal period exposure was calculated at
9 \$1,190,761. Theoretical rest break exposure was estimated at \$1,206,265, by assuming 10%
10 violation rates for each rest break eligible shift of 3.5 hours or longer.

11 Waiting Time and Wage Statement Penalties

12 35. Plaintiffs' consultant estimated approximately \$10,116,021 in waiting time penalties.
13 This amount was calculated by multiplying the number of terminated employees by the average
14 hourly rate of pay, by the maximum 30 day penalty. Defendant also potentially owes to class
15 members \$7,348,350 in wage statement penalties.

16 PAGA Penalties

17 36. Defendant also potentially owes to class members \$6,354,000 in PAGA penalties
18 when factoring a reasonable possible penalty of \$100 per pay period, which in this instance is
19 \$100 X 63,540 pay periods. Plaintiffs, however, recognize that this total does not take into
20 account any potential discount by the Court and do not take into account *Donahue, Domingo*, and
21 Defendant's evidence of its punch system. As discussed above, a Court may award lesser
22 amounts than the maximum civil penalty based on the facts and circumstances of the matter.
23 Defendant asserts that there are no underlying Labor Code violations and no basis for the award of
24 any penalties under PAGA. For example, Defendant contends that when punch guarding and
25 premiums are taken into account, Defendant has fully complied with California's meal and rest
26 break requirements. Defendant also contends that, even if penalties were awarded for any
27 purported Labor Code violation, penalties under PAGA cannot be stacked: at most, just one
28 PAGA penalty can be awarded to an aggrieved employee in any one pay period. See Labor Code

1 section 2699(f)(2) (authorizing awardable PAGA penalties to be measure by “each aggrieved
2 employee per pay period”); *Smith v. Lux Retail North America, Inc.*, No. C 13-01579 WHA, 2013
3 WL 2932243, at *3-4 (N.D. Cal. June 13, 2013) (emphasis in original) (rejecting a pleading that
4 sought the “stacking of penalties”; “[f]or the single mistake of failing to include commissions in
5 the overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that
6 could lead to statutory penalties;” “is it plausible that we would really pile one penalty on another
7 for a single substantive wrong?”; noting that “no actual holding in any judicial decision has ever
8 blessed such stacking”).

9 37. In light of the above, Plaintiffs recognize that there were significant risks in
10 proceeding in litigation of this matter. Plaintiffs faced risks of not prevailing on the merits,
11 prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial
12 Court, and reversal on appeal.

13 38. Looking at the Gross Settlement Amount compared to the alleged damages, the GSA
14 is approximately 18% of the alleged damages suffered in this matter and represents a reasonable
15 recovery. It is possible the over \$17,675,247 in alleged possible damages and penalties could be
16 awarded, but taking into account the overall policies and practices of Defendant, the need for
17 individual inquiry as to many of the claims, especially the off the clock claims, it is highly likely
18 the damages could not be proven for all workweeks for each employee, and damages and penalties
19 could be dramatically lower. Therefore, this maximum recovery could easily be much lower if at
20 trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not be
21 proven for certain individuals.

22 39. The key risks involved here are as follows: Defendant presented a vigorous defense
23 on the merits of each claim. Labor Code §2699(e)(2) gives the trial court discretion to reduce
24 penalties under some circumstances. For example, in *Fleming v. Covidien, Inc.*, 2011 U.S. DIST.
25 LEXIS 154590, 9 (CD. Cal. 2011), the court imposed an 82% reduction. In *Carrington v.*
26 *Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018) the reduction took total penalties from \$70
27 million to \$150,000. That is a 99.98% reduction. In this case, the total penalty liability is
28 exponentially higher than the underlying wage liability. Plaintiffs perceived a significant risk that

1 this Court would impose a dramatic reduction in penalties if they were awarded and because a
2 denial of certification could eliminate any recovery for the Class, and because reversal of a class
3 certification ruling is difficult to obtain on appeal, the risk associated with certification reduces the
4 value of the claim.

5 40. The proposed Gross Settlement Amount is within the “ballpark of reasonableness”
6 and should be approved. Counsel for Plaintiff believes that this is a fair and reasonable Settlement
7 in light of the complexities of the case, the state of the law and uncertainties of class certification
8 and litigation, the policies and practices Defendant has had in place or implemented during the
9 purported liability period, and the benefit to be recovered for the Class. Given the risks inherent in
10 litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the
11 Settlement Class, and should be preliminarily approved.

12 41. Based on the estimated Net Settlement Amount of \$445,000.00 provides on average
13 each member of the Settlement Class with approximately **\$105.00**. The highest amount a
14 Settlement Class Member will receive is approximately **\$893.24** based upon \$2.74 per
15 workweek/pay period multiplied by approximately 326 maximum workweeks/pay periods an
16 individual could work during the Class Period. The lowest payment is estimated to be
17 approximately **\$2.74** for someone who worked only one workweek/pay period. To the extent any
18 amount for Attorneys’ Fees, Costs, Claims Administration Costs or incentive awards are not
19 granted in full, the difference in those amounts will be added to the NSF . This is a guaranteed
20 amount of money paid to Settlement Class Members now, rather than the continued risk of further
21 litigation and receiving no money sometime in the far future and after trial and appeals.

22 42. The PAGA members who worked during the PAGA period will be paid a PAGA
23 Payment based upon a pro rata share of the number of pay periods each PAGA member worked compared
24 to the total pay periods worked by all PAGA group members during the PAGA period. As a result, there
25 are approximately 3,200 PAGA employees who will each receive approximately **\$7.81 per PAGA**
26 **member.**

27 **CLASS REPRESENTATIVES’ ENHANCEMENT AWARD**

28 43. The Class Representative has provided extensive supporting documents and assisted Class

1 Counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted record
2 review and consultation with counsel in preparation for discovery and eventual mediation, and to assist in
3 evaluating and proving the claims. The settlement provides for a Release Payment to be paid to the Class
4 Representatives in the amount of \$10,000.00 each totaling \$20,000.00. The purpose is to compensate the
5 Class Representatives an additional enhanced payment, taking into consideration the risks, time, effort and
6 expenses incurred in coming forward to provide invaluable information and negotiate and litigate this
7 matter on behalf of all Settlement Class Members who otherwise, would probably not file their own
8 individual claims to recover what may be relatively low damages. Further, the Payment of \$10,000.00
9 each as a Service Enhancement to the Class Representatives is a very fair and justified as part of the
10 Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

11 **CONDITIONAL CERTIFICATION**

12 44. Class certification, as requested by the Parties for the purposes of the settlement only,
13 should be granted because Plaintiff allege that the proposed Settlement Class Members' claims all
14 stem from the same alleged conduct. In addition to compensatory damages, Plaintiff and the
15 Settlement Class seek attorneys' fees, costs, and interest. Under these specific circumstances, the
16 commonality requirement for class certification is satisfied. The typicality requirement for
17 certification is also met as it is alleged that the Class Representatives and the proposed Settlement
18 Class were subjected to similar violations based upon similar conduct, policies and practices.

19 45. The adequacy requirement for certification is also met. The Class Representative and
20 Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The Class
21 Representative will receive a reasonable award for the time and effort spent assisting Class
22 counsel with factual issues surrounding the case. Other than this specific payment to the Class
23 Representative, all of the Settlement Class Members will receive a proportionate share of the NSF,
24 as detailed above provided they do not exclude themselves. Further, all PAGA Members during
25 the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is no
26 conflict of interest between the Class Representative and the Settlement Class Members. Further,
27 the NSA will be fairly distributed among Participating Class Members, and no "settlement
28 allocation" questions will be raised.

1 46. Common questions of law and fact predominate over individual questions and class-
2 wide treatment of this dispute is superior to individual litigation. Plaintiffs allege that the
3 proposed Settlement Class in this case is sufficiently cohesive, since all Settlement Class Members
4 share a common nucleus of facts and potential legal remedies, and since all of the Settlement Class
5 Members and the Class Representatives seek compensation for unpaid wages and other civil and
6 statutory penalties from Defendants for the allegations described in the Complaints. Common
7 questions about compensation or lack thereof for work performed by Settlement Class Members
8 and the Settlement Class Members' potential legal remedies are identical. The alternative method
9 of resolution is individual claims for relatively small amounts of damages, but individual cases
10 would be uneconomical for potential plaintiffs because the cost of litigation dwarfs potential
11 recovery. Therefore, a class action is the preferred method of resolution.

12 47. The class notice plan here calls for the Settlement APEX Class Action LLC, to mail a
13 Notice of Proposed Class Action Settlement and Opt-Out Form to all known and reasonably
14 ascertainable Settlement Class Members based on Defendants' records. Further, the Settlement
15 Administrator will conduct a skip-trace and use all reasonable efforts to locate Settlement Class
16 Members and will re-mail all returned envelopes with forwarding addresses. The notice is
17 consistent with the class certification notices approved by numerous state and federal courts, and
18 is the best notice practicable under circumstances of this case. The proposed Settlement Class
19 Members are ascertainable because all of the Settlement Class Members have worked for
20 Defendant during the Class Period and can be identified through Defendants' records.

21 48. The Notice also fulfills the neutrality requirement. It summarizes the proceedings to
22 date and the terms and conditions of the Settlement in an informative and coherent manner, and is
23 accurate, objective, and understandable to Settlement Class Members, as is required under
24 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
25 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
26 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
27 Class Members on how to object or exclude themselves from the Settlement. Therefore,
28 Settlement Class Members will have the option to participate or exclude themselves simply by

1 mailing the Opt Out Form. The Settlement Class consists of non-exempt employees who speak
2 English. Thus, the Notice of Class Action and Exclusion Form are drafted in a manner that is
3 likely to be readily understood by the Settlement Class. Accordingly, the Notice complies with
4 the standards of fairness, completeness and neutrality required of a Notice of Class Action
5 Settlement. The Notice therefore is neutral, objective and understandable.

6 **CLASS COUNSEL EXPERIENCE**

7 49. I have a great deal of experience in wage and hour class action litigation. I have
8 obtained certification of several classes, I have been approved as class counsel in many other
9 wage/hour class actions, and I am currently litigating numerous others. Although not an all
10 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
11 lead counsel, all of which implicated similar law and facts to those associated with this action:

- 12 ▪ ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
13 01754.
- 14 ▪ ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
15 04554.
- 16 ▪ ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 17 ▪ ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
18 SACV08-00412.
- 19 ▪ ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County
20 Superior Court, Case No. BC393709.
- 21 ▪ ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
22 Superior Court, Case No. BC 357912.
- 23 ▪ ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
24 Superior Court, Case No. RIC 440630.
- 25 ▪ ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 26 ▪ ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case
27 No. 05CC00013.

- 1 ▪ ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
- 2 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 3 ▪ ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
- 4 Case No. RIC 420909.
- 5 ▪ ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,
- 6 Case No. CV09-05848.
- 7 ▪ ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
- 8 DISTRICT, Case No. SACV 08-680.
- 9 • ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No.
- 10 05CC00128.
- 11 ▪ ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No.
- 12 07CC01292.
- 13 ▪ ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior
- 14 Court, Case No. BC411477.
- 15 ▪ ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case
- 16 No. 06CC00099.
- 17 • ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC
- 18 330145.
- 19 ▪ ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case
- 20 No. CGC-07-461612.
- 21 ▪ ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
- 22 07CC00015.
- 23 ▪ ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court,
- 24 Case No. 07CC01347.
- 25 ▪ ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court,
- 26 Case No. BC387088.
- 27 ▪ ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and***
- 28 ***Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.

- 1 ▪ ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
- 2 Case No. 30-2013-00694012-CU-OE-CXC.
- 3 ▪ ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 4 ▪ ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
- 5 00637062-CU-OE-CXC.
- 6 ▪ ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
- 7 00653425-CU-OE-CXC.
- 8 ▪ ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- 9 ▪ ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
- 10 0009616.
- 11 • ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
- 12 CXC.
- 13 ▪ ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No.
- 14 30-2012-00611260.
- 15 ▪ ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 16 ▪ ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. SACV 17-
- 17 1422 JVS (DFMx);
- 18 ▪ ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court,
- 19 Case No. BC55429;
- 20 ▪ ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case
- 21 No. 30-2013-00653349-CU-OE-CXC;
- 22 ▪ ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case
- 23 No. RIC1800119;
- 24 ▪ ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central
- 25 District of California Case No. 8:16-cv-001504-DOC-FFM;
- 26 ▪ ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No.
- 27 21CV384527;
- 28 ▪ ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case

No. 30-2015-00817941;

▪ ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;

▪ ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;

▪ ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;

▪ ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;

▪ ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;

▪ ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;

▪ ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;

▪ ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;

▪ ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;

▪ ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;

▪ ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;

▪ ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;

▪ ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;

▪ ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;

- ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;

- 1 ▪ ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No.
- 2 CIVDS1918706;
- 3 ▪ ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No.
- 4 19STCV33514
- 5 ▪ ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No.
- 6 19CV359262;
- 7 ▪ ***Marquez v. Maxim Crane Works, L.P., et al.***, Los Angeles County Superior Court
- 8 Case No. 19STCV39548;
- 9 ▪ ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior
- 10 Court Case No. 30-2020-01136565-CU-OE-CXC;
- 11 ▪ ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No.
- 12 CIVDS1936782;
- 13 ▪ ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- 14 ▪ ***Torres v. Van Law Food Products, Inc.***, Orange County Case No. 37-2017-
- 15 00946312-CU-OE-CXC;
- 16 ▪ ***Holmes v. Pet Food Express, LLC***, Alameda County Case No. 22CV014140;
- 17 ▪ ***Ventura v. Conduent Commercial Solutions, LLC***, Kern County Case No. BCV-
- 18 22-102043;
- 19 ▪ ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case
- 20 No. 18CECG04150;
- 21 ▪ ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No.
- 22 RIC1708917;
- 23 ▪ ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court
- 24 Case No. CIVDS1932323;
- 25 ▪ ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court
- 26 Case No. BC640876
- 27 ▪ ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court
- 28 Case No. RIC1823057;

- 1 ▪ ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-
2 CU-OE-CXC.
- 3 ▪ ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-
4 00783269.
- 5 ▪ ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-
6 00034922-CU-OE-CTL;
- 7 ▪ ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
- 8 ▪ ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No.
9 20STCV34182;
- 10 ▪ ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case
11 No. CV-22-000399;
- 12 ▪ ***Granados v. Hyatt Corporation***, United States District Court for the Southern District
13 of California Case No. 3:23-cv-01001-H-VET;
- 14 ▪ ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of
15 California Case No. 4:22-cv-00693;
- 16 ▪ ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No.
17 21TRCV00813.

18 50. Indeed, our firm has served as class counsel in a number of significant wage and
19 hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
20 wage and hour class action settlement in California history at \$130,000,000. During this case,
21 plaintiffs appealed a decertification order. This case involved several appeals. The appellate record
22 amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume
23 reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to
24 augment the record, and several additional letters informing the appellate court of new legal
25 authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on
26 September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the
27 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5
28 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision

1 to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
2 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional
3 litigation, the parties were able to secure the \$130 million settlement that was approved on
4 October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

5 51. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial
6 in the Central District of California involving the class and PAGA representative claims of over
7 23,000 employees which successfully resolved in the midst of trial for \$8,500,000

8 52. Here, the Parties' agreement to pay Class Counsel Fees of 1/3 (i.e. \$325,000.00) of the
9 GSA is reasonable. My firm and I have been the only counsel to represent Plaintiff and the
10 Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a
11 pure contingency fee basis. The legal issues raised drew significantly upon my experience and the
12 extensive review and analysis of documents and information by me and others at my firm. In a
13 complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
14 the market rate for contingency fees.

15 53. At this juncture, with the addition of more hours due to the administration of the
16 Settlement by Class Counsel, administration of the Settlement, and preparation for final approval,
17 counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval
18 hearing. Plaintiff's counsel a motion for final approval in accordance with the terms of the
19 settlement agreement.

20 54. Despite the complexity of the case, Class Counsel has, through the investment of
21 substantial effort and the resources of my law firm been able to secure an outstanding settlement
22 on behalf of the Settlement Class. Plaintiffs would have faced substantial legal and factual
23 obstacles in demonstrating that class certification was appropriate. Plaintiffs would also have been
24 required to establish a significant amount of witness testimony, pattern and practice evidence,
25 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
26 their case both at the class certification stage and trial. Defendant vigorously contested liability,
27 the amount of claimed damages, and the propriety of class certification, and would have continued
28 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate

1 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
2 confirmed by all known facts and circumstances, including the risk of significant delay and
3 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
4 potential appellate issues.

5 55. This Motion for Preliminary Approval of Class And PAGA Action Settlement along
6 with the Settlement Agreement and Notice have been filed and served on the LWDA.

7 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
8 30, 2025 at Irvine, California.

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10 James R. Hawkins
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EXHIBIT 1

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Albert Thompkins and Natalie Bernice Johnson (“Plaintiffs”) and defendant Host International Inc. (“Host”, “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” means the following:

- 1.1.1. Plaintiff Thompkins’ lawsuit alleging wage and hour violations against Defendant captioned *Albert Thompkins, individually and on behalf of others similarly situated v. Host International, Inc.*, Case No. 21STCV20440 initiated on or about June 1, 2021, and pending in Superior Court of the State of California, County of Los Angeles;
- 1.1.2. Plaintiff Johnson’s lawsuit alleging wage and hour violations against Defendant captioned *Natalie Katie Bernice Johnson, an individual and on behalf of others similarly situated v. Host International, Inc. et al.*, Case No. 23CV008655 initiated on or about September 18, 2023, and pending in Superior Court of the State of California, County of Sacramento; and
- 1.1.3. Plaintiff Johnson’s lawsuit alleging wage and hour violations against Defendant captioned *Natalie Katie Bernice Johnson, an individual and on behalf of others similarly situated v. Host International, Inc. et al.*, Case No. 23CV012995 initiated on or about December 8, 2023, and pending in Superior Court of the State of California, County of Sacramento
- 1.2. “Administrator” means Apex Class Action., LLC, or some other approved administrator as agreed upon by the Parties, 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 of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees employed by Host in California at Fresno Yosemite International Airport, John Wayne International Airport, Oakland International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco International Airport and/or San Jose International Airport during the PAGA Period.
- 1.5. “Airports” means Fresno Yosemite International Airport, John Wayne International Airport, Oakland International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco International Airport and/or San Jose International Airport.
- 1.6. “Class” means all current and former non-exempt employees employed by Host in California at any of the Airports during the Class Period.
- 1.7. “Class Counsel” means James R. Hawkins, Esq., Gregory Mauro, Esq., Michael Calvo, Esq., Lauren Falk, Esq., and Ava Issary, Esq. of James Hawkins APLC and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group P.C. In connection with the above referenced Actions, Class Counsel have also entered into a Joint Prosecution Agreement (“JPA”).
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.9. “Class Data” means Class Member identifying information in Host’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.10. “Class Member” or “Settlement 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).
- 1.11. “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.
- 1.12. “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.
- 1.13. “Class Period” means the period from January 30, 2019 through the date of May 1, 2025.
- 1.14. “Class Representatives” means the named Plaintiffs in the operative complaints in the Actions seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Host” means named Defendant Host International, Inc.
- 1.18. “Defendant” means named defendant Host International, Inc.
- 1.19. “Defense Counsel” means Sabrina Shadi, Esq. and Matthew Goodman, Esq., of Baker Hostetler, LLP.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after

the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

- 1.21. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.24. "Gross Settlement Amount" means \$975,000.00, plus employer side payroll taxes which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 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.
- 1.25. "Individual Class Payment" means a Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.26. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “PAGA Pay Period” means any pay period during the PAGA Period in which an Aggrieved Employee recorded time worked for Defendant on at least one day.
- 1.33. “PAGA Period” means the period from March 25, 2020 to the date of May 1, 2025.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Notice” means Plaintiff Thompkins’ March 25, 2021 and Plaintiff Johnson’s September 15, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount of One Hundred Thousand Dollars, (\$100,000.00), to be paid from the Gross Settlement Amount as PAGA civil penalties, with 25% (i.e. \$25,000.00) allocated to the Aggrieved Employees, and the 75% (i.e. \$75,000.00) allocated to LWDA, as civil penalties in settlement of PAGA claims.

- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Plaintiffs” means Albert Thompkins and Natalie Katie Bernice Johnson, the named Plaintiffs in the Actions.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40. “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.43. “Released Parties” means: Defendant and each of its predecessors, successors, assigns, subsidiaries, and affiliates and each of their former and present directors, officers, employees, shareholders, owners, attorneys and insurers.
- 1.44. “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.
- 1.45. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.46. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On September 9, 2021, Plaintiff Thompkins filed a putative class action against Host in the Superior Court for the State of California, County of Los Angeles, which Host removed to the United States District Court for the Central District of California, Case No. 2:22-cv-00227-SVW (JCx) (the “Federal Court Action”). The class complaint alleged the following Labor Code violations: (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, and (f) unfair competition (“UCL”). Plaintiffs are also seeking civil penalties pursuant to PAGA for the above Labor Code Violations.

On March 25, 2021, Plaintiff Thompkins delivered his PAGA notice to the LWDA. On June 1, 2021, Plaintiff Thompkins filed his PAGA Action alleging PAGA penalties premised on the same California labor code violations as alleged in the class complaint.

On or about March 22, 2022, the Parties in the *Thompkins* action entered into a tolling agreement regarding the class claims and filed a dismissal without prejudice of the Federal Court Action, pursuant to Federal Rules of Civil Procedure Rule 41.

On or about September 23, 2024, the Parties resolved this action. Pursuant to the terms of the agreement, Plaintiff Thompkins filed an amended complaint adding the tolled class claims. The First Amended Complaint alleges class and PAGA claims for (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of

providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ, (e) failing to provide accurate itemized wage statements, and (f) unfair competition ("UCL"). Plaintiff Thompkins is also seeking civil penalties pursuant to PAGA for the above Labor Code Violations. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Thompkins gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2. On October 12, 2023, the Parties participated in an all-day mediation presided over by Hon. Amy Hogue, Ret., and again on March 28, 2024, but were unable to reach a resolution. After the two mediation sessions, with the help of the mediator, the Parties engaged in further settlement discussions. Ultimately, this led to this Agreement to settle the Actions.

2.3. Prior and after the two mediations, the Parties engaged in formal and informal discovery, including exchange of relevant documents and information, including copies of applicable wage and hour policies, CBAs, Class and PAGA-related statistics, and time and pay records for Class Members with over 675,000 work shifts analyzed. 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*").

2.4. The Court has not granted class certification.

2.5. 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 Defendant that the claims in the Actions of Plaintiffs, the Class or Aggrieved Employees have merit or that Defendant bears any liability to Plaintiffs, the Class or Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions 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, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions.

- 2.6. The Parties, Class Counsel and Defense Counsel represent that other than the matter of *Natalie Katie Bernice Johnson v. Host International, Inc., et al.*, Sacramento County Superior Court Case No. 23CV012995, they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. As part of the Settlement, the Parties agree to stipulate to the filing of a Second Amended Complaint to add Plaintiff Johnson as a named plaintiff. The Second Amended Complaint will be the “Operative Complaint.”

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Defendant promised to pay \$975,000.00, plus employer side payroll taxes, and no more as the Gross Settlement Amount. Defendant has 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 Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Ten Thousand Dollars(\$10,000.00) each to Plaintiffs Thompkins and Johnson (in addition to any Individual Class Payment and any Individual PAGA Payment, the Class Representative is entitled to

receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments 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 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments 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. Any denial or modification of the Class Representative Service Payment by the Court to the requested amount of the Class Representative Service Payment will not invalidate this Settlement, and is not grounds for appeal.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$325,000.00 and a Class Counsel Litigation Expenses Payment of not more than Forty-five Thousand Dollars, (\$45,000.00.) Defendant will not oppose requests for these payments provided they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. Any denial or modification of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment by the Court to the requested amount of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment will not invalidate this Settlement, and is not grounds for appeal.

3.2.3. To the Administrator: An Administrator Expenses Payment not expected to exceed \$40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$40,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. 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. 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, and 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars, (\$100,000.00) to be paid from the Gross Settlement Amount, with 75%, Seventy-Five Thousand Dollars (\$75,000.00) allocated to the LWDA PAGA Payment and 25%, Twenty-Five Thousand Dollars (\$25,000.00) allocated to the Aggrieved Employees.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, Twenty-Five Thousand Dollars (\$25,000.00), 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.

3.2.5.2. 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.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
3 records to date, Defendant estimates that, from the beginning of the Class Period and
4 March 24, 2024, there were approximately 4,000 Class Members and 162,000 Total
5 Workweeks.

6 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval
7 of the Settlement, Defendant will simultaneously deliver the Class Data to the
8 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
9 Members' privacy rights, the Administrator must maintain the Class Data in
10 confidence, use the Class Data only for purposes of this Settlement and for no other
11 purpose, and restrict access to the Class Data to Administrator employees who need
12 access to the Class Data to effect and perform under this Agreement. Defendant has a
13 continuing duty to immediately notify Class Counsel if it discovers that the Class Data
14 omitted class member identifying information and to provide corrected or updated
15 Class Data as soon as reasonably feasible. Without any extension of the deadline by
16 which Defendant must send the Class Data to the Administrator, the Parties and their
17 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
18 resolve any issues related to missing or omitted Class Data.

19 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
20 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
21 taxes, by transmitting the funds to the Administrator no later than fourteen (14) days
22 after the Effective Date.

23 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
24 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for
25 all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
26 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
27 Class Counsel Litigation Expenses Payment, and the Class Representative Service
28

1 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
2 Litigation Expenses Payment and the Class Representative Service Payment shall not
3 precede disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First
6 Class U.S. Mail, postage prepaid. The face of each check shall prominently
7 state the date (not less than 180 days after the date of mailing) when the check
8 will be voided. The Administrator will cancel all checks not cashed by the
9 void date. The Administrator will send checks for Individual Settlement
10 Payments to all Participating Class Members (including those for whom Class
11 Notice was returned undelivered). The Administrator will send checks for
12 Individual PAGA Payments to all Aggrieved Employees including Non-
13 Participating Class Members who qualify as Aggrieved Employees (including
14 those for whom Class Notice was returned undelivered). The Administrator
15 may send Participating Class Members a single check combining the
16 Individual Class Payment and the Individual PAGA Payment. Before mailing
17 any checks, the Settlement Administrator must update the recipients' mailing
18 addresses using the National Change of Address Database. If a Participating
19 Class Member's or Aggrieved Employee's check is not cashed within 120
20 days after its last mailing to the affected individual, the Administrator will
21 also send the individual a notice informing him or her that unless the check is
22 cashed by the void date, it will expire and become non-negotiable, and offer to
23 replace the check if it was lost or misplaced but not cashed.

24 4.4.2. The Administrator must conduct a Class Member Address Search for all other
25 Class Members whose checks are returned undelivered without USPS
26 forwarding address. Within seven (7) days of receiving a returned check, the
27 Administrator must re-mail checks to the USPS forwarding address provided or
28

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.

4.4.3. 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).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Each of Plaintiffs and his/her 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 prior to the date when Plaintiffs sign this Settlement Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the operative complaints in the Actions ("Operative Complaint"), (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs'

PAGA Notice, or ascertained during the Actions and released in Paragraphs 6.2 and 6.3, below, and (c) all claims that were, or reasonably could have been, ascertained during the Actions (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time. 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.

6.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from: (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Actions, including, (1) failure to pay wages, including minimum wages, and overtime as required by Labor Code sections 246, 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7, 512; (3) failure to provide rest periods as required by Labor Code

sections 226.7, 512; (4) failure to pay timely wages required by Labor Code sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements as required by Labor Code section 226; (6) violation of Business & Professions Code section 17200, *et seq.*; and (7) civil penalties under PAGA as to the related underlying claims as asserted in the Actions, and those claims predicated on the same or similar facts and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code sections 201, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 17200, 2698, 2699, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

6.3. Release by All Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Actions, including (1) failure to pay wages, including minimum wages, and overtime as required by Labor Code sections 246, 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7, 512; (3) failure to provide rest periods as required by Labor Code sections 226.7, 512; (4) failure to pay timely wages required by Labor Code sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements as required by Labor Code section 226; and those claims predicated on the same or similar facts and/or claims alleged in the Actions

and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code sections 201, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 17200, 2698, 2699.

The express purpose of this Settlement and the Judgment to be entered by the Court following approval of this Settlement is to forever bar Plaintiffs, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiffs, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. All Aggrieved Employees will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check. Any Party to this Agreement may use the Settlement to assert that this Settlement and the Judgment to be entered by the Court following approval by this Settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties.

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 current checklist for Preliminary Approvals.

7.1. 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(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 and the Administrator. In their Declarations, Plaintiffs and Class Counsel 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.

7.2. Host Declaration in Support of Preliminary Approval. Within fifteen (15) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Host and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Host 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.

1 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing and filing the Motion for Preliminary Approval no later
3 than thirty (30) days after the full execution of this Agreement; obtaining a prompt
4 hearing date for the Motion for Preliminary Approval; and for appearing in Court to
5 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
6 for delivering the Court's Preliminary Approval to the Administrator.

7 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class
9 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
10 by meeting in person or by telephone, and in good faith, to resolve the disagreement.
11 If the Court does not grant Preliminary Approval or conditions Preliminary Approval
12 on any material change to this Agreement, Class Counsel and Defense Counsel will
13 expeditiously work together on behalf of the Parties by meeting in person or by
14 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
15 concerns.

16 **8. SETTLEMENT ADMINISTRATION.**

17 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC
18 to serve as the Administrator and verified that, as a condition of appointment, Apex
19 Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary,
20 all duties specified in this Agreement in exchange for payment of Administration
21 Expenses. The Administrator's duties will include preparing, printing, and mailing the
22 Class Notice Packet to all Class Members; conducting a National Change of Address
23 search to update Class Member addresses before mailing the Class Notice Packets; re-
24 mailing Class Notice Packets that are returned to the Class Member's new address;
25 setting up a toll-free telephone number and email and a fax number to receive
26 communications from Class Members; receiving and reviewing for validity completed
27 Requests for Exclusion; providing the Parties with weekly status reports about the
28

1 delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and
2 disputes; calculating Individual Class Payments and Individual PAGA Payments;
3 issuing the checks to effectuate the payments due under the Settlement; issuing the tax
4 reports required under this Settlement; and otherwise administering the Settlement
5 pursuant to this Agreement. The Parties and their Counsel represent that they have no
6 interest or relationship, financial or otherwise, with the Administrator other than a
7 professional relationship arising out of prior experiences administering settlements.

8 8.2. Employer Identification Number. The Administrator shall have and use its own
9 Employer Identification Number for purposes of calculating payroll tax withholdings
10 and providing reports to state and federal tax authorities.

11 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
12 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
13 Regulation section 468B-1.

14 8.4. Notice to Class Members.

15 8.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state
17 the number of Class Members, PAGA Members, Workweeks, and Pay Periods
18 in the Class Data.

19 8.4.2. Using best efforts to perform as soon as possible, and in no event later than
20 fourteen (14) days after receiving the Class Data, the Administrator will send
21 to all Class Members identified in the Class Data, via first-class United States
22 Postal Service (“USPS”) mail, the Class Notice (with Spanish translation, if
23 applicable) substantially in the form attached to this Agreement as Exhibit A.
24 The first page of the Class Notice shall prominently estimate the dollar amounts
25 of any Individual Class Payment and/or Individual PAGA Payment payable to
26 the Class Member, and the number of Workweeks and PAGA Pay Periods (if
27 applicable) used to calculate these amounts. Before mailing Class Notices, the
28

1 Administrator shall update Class Member addresses using the National Change
2 of Address database.

3 8.4.3. Not later than five (5) business days after the Administrator's receipt of any
4 Class Notice returned by the USPS as undelivered, the Administrator shall re-
5 mail the Class Notice using any forwarding address provided by the USPS. If
6 the USPS does not provide a forwarding address, the Administrator shall
7 conduct a Class Member Address Search, and re-mail the Class Notice to the
8 most current address obtained. The Administrator has no obligation to make
9 further attempts to locate or send Class Notice to Class Members whose Class
10 Notice is returned by the USPS a second time.

11 8.4.4. The deadlines for Class Members' written objections, Challenges to
12 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
13 an additional fourteen (14) days beyond the sixty (60) days otherwise provided
14 in the Class Notice for all Class Members whose notice is re-mailed. The
15 Administrator will inform the Class Member of the extended deadline with the
16 re-mailed Class Notice.

17 8.4.5. If the Administrator, Defendant's Counsel or Class Counsel is contacted by or
18 otherwise discovers any persons who believe they should have been included
19 in the Class Data and should have received Class Notice, the Parties will
20 expeditiously meet and confer in person or by telephone, and in good faith, in
21 an effort to agree on whether to include them as Class Members. If the Parties
22 agree, such persons will be Class Members entitled to the same rights as other
23 Class Members, and the Administrator will send, via email or overnight
24 delivery, a Class Notice requiring them to exercise options under this
25 Agreement not later than fourteen (14) days after receipt of Class Notice, or the
26 deadline dates in the Class Notice, which ever are later.

1 8.5. Requests for Exclusion (Opt-Outs).

2 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
3 Settlement must send the Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than sixty (60) days after the Administrator
5 mails the Class Notice (plus an additional fourteen (14) days for Class Members
6 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
7 Class Member or his/her representative that reasonably communicates the Class
8 Member's election to be excluded from the Settlement and includes the Class
9 Member's name, address and email address or telephone number. To be valid,
10 a Request for Exclusion must be timely faxed, emailed, or postmarked by the
11 Response Deadline.

12 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
13 fails to contain all the information specified in the Class Notice. The
14 Administrator shall accept any Request for Exclusion as valid if the
15 Administrator can reasonably ascertain the identity of the person as a Class
16 Member and the Class Member's desire to be excluded. The Administrator's
17 determination shall be final and not appealable or otherwise susceptible to
18 challenge. If the Administrator has reason to question the authenticity of a
19 Request for Exclusion, the Administrator may demand additional proof of the
20 Class Member's identity. The Administrator's determination of authenticity
21 shall be final and not appealable or otherwise susceptible to challenge.

22 8.5.3. Every Class Member who does not submit a timely and valid Request for
23 Exclusion is deemed to be a Participating Class Member under this Agreement,
24 entitled to all benefits and bound by all terms and conditions of the Settlement,
25 including the Participating Class Members' Releases under Paragraphs 6.2 and
26 6.3 of this Agreement, regardless of whether the Participating Class Member
27 actually receives the Class Notice or objects to the Settlement.
28

8.5.4. 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA 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 Workweeks 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 Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

8.7.1. 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.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, 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 sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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.

8.8.1. 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 Order, 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.

8.8.2. Requests 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 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class

1 Counsel and Defense Counsel containing (a) the names and other identifying
2 information of Class Members who have timely submitted valid Requests for
3 Exclusion (“Exclusion List”); (b) the names and other identifying information
4 of Class Members who have submitted invalid Requests for Exclusion; (c)
5 copies of all Requests for Exclusion from Settlement submitted (whether valid
6 or invalid).

7
8 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that, among other things, tally
10 the number of: Class Notices mailed or re-mailed, Class Notices returned
11 undelivered, Requests for Exclusion (whether valid or invalid) received,
12 objections received, challenges to Workweeks and/or Pay Periods received
13 and/or resolved, and checks mailed for Individual Class Payments and
14 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
15 include the Administrator’s assessment of the validity of Requests for
16 Exclusion and attach copies of all Requests for Exclusion and objections
17 received.

18 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
19 to address and make final decisions consistent with the terms of this Agreement
20 on all Class Member challenges over the calculation of Workweeks and/or Pay
21 Periods. The Administrator’s decision shall be final and not appealable or
22 otherwise susceptible to challenge.

23 8.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date
24 by which Plaintiffs are required to file the Motion for Final Approval of the
25 Settlement, the Administrator will provide to Class Counsel and Defense
26 Counsel, a signed declaration suitable for filing in Court attesting to its due
27 diligence and compliance with all of its obligations under this Agreement,
28 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.

8.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in 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 fifteen (15) 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 ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, from the beginning of the Class Period and March 24, 2024, (1) there were approximately 4,000 Class Members and 162,000 Total Workweeks and (2) there were approximately 2,850 Aggrieved Employees during the PAGA Period. If the number of Workweeks during the Class Period exceeds 162,000 Workweeks by more than 10% (i.e., if there are 178,200 or more workweeks worked by the Class Members), Defendant will at its option either (a) agree to increase the Net Settlement Amount on a proportional basis (i.e., if

there was 10% increase in the number of workweeks during the Class Period, Defendant would agree to increase the Net Settlement Amount by 10%), or (b) agree to shorten and close the Class Period on the date that it is closest to, without exceeding, 178,200 workweeks worked by the Class Members so as to eliminate the need to increase the Net Settlement Amount. Defendant will notify Plaintiffs' counsel of its election within seven (7) days of being notified by the Administrator that the Escalator Clause has been triggered.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds the total of Class Members representing more than an aggregate total of 5% of the outstanding Defendant' workweeks, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that none of the Parties will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of their election to withdraw not later than seven business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (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, subd. (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 seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, 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 five 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 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator 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, Actions, and the Settlement 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 Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The

1 Settlement, this Agreement and Parties' willingness to settle the Actions will have no
2 bearing on, and will not be admissible in connection with, any litigation (except for
3 proceedings to enforce or effectuate the Settlement and this Agreement).

4 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
6 Settlement is filed, they and each of them will not disclose, disseminate and/or
7 publicize, or cause or permit another person to disclose, disseminate or publicize, any
8 of the terms of the Agreement directly or indirectly, specifically or generally, to any
9 person, corporation, association, government agency, or other entity except: (1) to the
10 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
11 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
12 report income to appropriate taxing authorities; (4) in response to a court order or
13 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
14 government agency. Each Party agrees to immediately notify each other Party of any
15 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs,
16 Class Counsel, Defendant and Defense Counsel separately agree not to, directly or
17 indirectly, initiate any conversation or other communication, before the filing of the
18 Motion for Preliminary Approval, with any third party regarding this Agreement or the
19 matters giving rise to this Agreement except to respond only that "the matter was
20 resolved," or words to that effect. This paragraph does not restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Class Member to opt out of or object to the Settlement,
25 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
26 Class Counsel's ability to communicate with Class Members in accordance with Class
27 Counsel's ethical obligations owed to Class Members.
28

1 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
2 together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations,
4 warranties, covenants, or inducements made to or by any Party.

5 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement to effectuate its terms, and to execute any other documents reasonably
9 required to effectuate the terms of this Agreement including any amendments to this
10 Agreement.

11 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
12 best efforts, in good faith, to implement the Settlement by, among other things,
13 modifying the Settlement Agreement, submitting supplemental evidence and
14 supplementing points and authorities as requested by the Court. In the event the Parties
15 are unable to agree upon the form or content of any document necessary to implement
16 the Settlement, or on any modification of the Agreement that may become necessary
17 to implement the Settlement, the Parties will seek the assistance of a mediator and/or
18 the Court for resolution.

19 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign,
21 transfer, or encumber to any person or entity and portion of any liability, claim,
22 demand, action, cause of action, or right released and discharged by the Party in this
23 Settlement.

24 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
26 be relied upon as such within the meaning of United States Treasury Department
27 Circular 230 (31 CFR Part 10, as amended) or otherwise.
28

- 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 Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. 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.
- 13.15. 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.
- 13.16. 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:

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

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Tel: 310-438-5555; Fax: 310-300-1705

To Defendant:

Sabrina Shadi, Esq.
Matthew Goodman, Esq.
Baker & Hostetler, LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
(310) 820-8800

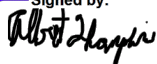
Email: sshadi@bakerlaw.com
mgoodman@bakerlaw.com

Attorneys for Defendant

13.17. 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.

13.18. 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 C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

Signed by:

8F66368CDA35407...

5/30/2025

Plaintiff Albert Thompson

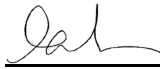
Signed by:

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July 3, 2025 | 11:35 AM EDT

Jason T. Crandlemire, Treasurer For Host

Plaintiff Natalie Katie Bernice Johnson



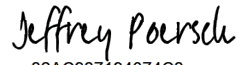
5/30/2025

Counsel For Plaintiff
Thompson



Counsel For Host
7/7/25

Counsel For Plaintiff	
Johnson	

DocuSigned by:

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July 7, 2025 | 7:23 AM PDT

Jeffrey Poersch, Assistant Secretary For Host

further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

Plaintiff Albert Thompkins _____ For Host

Natalie Johnson (Jun 16, 2025 16:27 PDT)

Plaintiff Natalie Katie Bernice Johnson _____

Counsel For Plaintiff _____ Counsel For Host
Thompkins

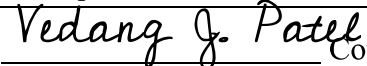
 Counsel For Plaintiff	
Johnson	

EXHIBIT A

Albert Thompkins et al. v. Host International Inc., dba HMS Host
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
(CASE NO. 21STCV20440)

NOTICE OF CLASS ACTION SETTLEMENT

«BarcodeString»

SIMID «SIMID»

ATTN: «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

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

**IF YOU WANT TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO DO
ANYTHING**

**The Los Angeles County Superior Court authorized this notice.
This is not an advertisement or solicitation from a lawyer.**

- Albert Thompkins and Natalie Katie Bernice Johnson (“Plaintiffs”), former employees, have sued Host International Inc., dba HMS Host (“Defendant,” or “Host”) individually and on behalf of all other similarly situated employees (the “Action”);
- The parties to the Action have reached a tentative settlement, which the Court has preliminarily approved;
- If you are or were employed by Host in California as a non-exempt employee at any of the following Airports: Fresno Yosemite International Airport, John Wayne International Airport, Oakland International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco International Airport, and/or San Jose International Airport during the time period of January 30, 2019 through May 1, 2025 you are eligible to receive payment from this class settlement.
- The settlement will resolve the Action.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will automatically receive a payment from the settlement. If you do nothing, you will still be part of the Action and affected by its outcome. You will be entitled to the Individual Settlement Payment, which is estimated and indicated above. You will also be bound by the settlement, including the release of claims detailed below. To receive your payment, you only need to ensure that the Administrator has your current mailing address. Once the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 2025)	If you <u>do not</u> wish to take part in the settlement, you may exclude yourself by sending to the Administrator a letter in accordance with Question 11 below. If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately about the same class claims made in this lawsuit. <u>IMPORTANT: YOU CANNOT ASK TO BE EXCLUDED AND STILL GET A INDIVIDUAL SETTLEMENT PAYMENT.</u> However, you <u>cannot</u> opt-out of the settlement of the representative

	claims under the Private Attorneys General Act (the “PAGA”). You will receive your portion of the PAGA Penalty regardless of whether you opt-out and you will release the PAGA Released Claims as discussed below.
You Can OBJECT TO THE SETTLEMENT (Deadline: _____, 2025)	If you feel that the settlement is inadequate, you must file an objection with the court and mail your objection to the Administrator by ****, 2025 , as well as file your objection with the Court. You may also object by appearing at the final approval hearing. If your objection is overruled by the Court, you will still receive a payment from the settlement, and you will be bound by the terms of this settlement. IF YOU OBJECT TO THE SETTLEMENT, YOU CANNOT ALSO ASK TO BE EXCLUDED.

THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this case and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. What is this lawsuit about?

Plaintiffs, individually and on behalf of Host’s current and former non-exempt, California employees, allege that Host violated California law because of its alleged failure to, among other things: (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay or accurately pay an additional hour of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ, (e) failing to provide accurate itemized wage statements, and (f) unfair competition (“UCL”). Plaintiffs also contend that Host engaged in unlawful business practices and is liable for civil penalties under the PAGA.

Host denies that it has done anything wrong. Host denies that it owes Class Members or Aggrieved Employees any wages, penalties, or other damages. Accordingly, the settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Host, which expressly denies all liability.

If you are still employed by Host, your decision about whether to participate in the settlement will not affect your employment. California law and Host’s company policies strictly prohibit unlawful retaliation. Host will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member or Aggrieved Employee because of their decision to either participate or not participate in the settlement.

2. Who are the Attorneys?

Attorneys for Plaintiff / the Class Members: JAMES HAWKINS APLC James R. Hawkins, Esq.	Attorneys for Host: SABRINA L. SHADI
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3. Why Is This a Class Action?

This case is a class action. In a class action, one or more people, called Class Representatives (in this case Thompkins and Johnson), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One case resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of the case. The Action is called *Albert Thompkins et al v. Host International Inc., dba HMS Host*. Case No. 21STCV20440.

4. Why is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediations with the Honorable Judge Amy Hogue (ret.) an experienced and well-respected class action mediator. With Judge Hogue's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' individual and class claims. Counsel for Plaintiffs and the Class ("Class Counsel") have investigated and researched the facts and circumstances underlying the issues raised in the Action and the applicable law. While Class Counsel believes that the claims alleged in the lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believes the proposed settlement is fair, adequate and reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the Action and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the

factual allegations or claims in the Action or that the case can or should proceed as a class action. Defendant has agreed to settle the Action as part of a compromise with Plaintiffs.

5. How Do I Know If I Am Part of The Settlement?

The Court has decided that all current and former non-exempt employees of Host in California who worked at any of the following Airports: Fresno Yosemite International Airport, John Wayne International Airport, Oakland International Airport, Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco International Airport, and/or San Jose International Airport during the time period of January 30, 2019 through May 1, 2025 ("Class Period"), are part of the Class.

The Court has further decided that if you fit within the above definition for the time period March 25, 2020 through May 1, 2025 ("PAGA Period"), you are an Aggrieved Employee and will receive your proportionate share of the PAGA Penalty.

6. What Does the Settlement Provide?

The proposed Settlement provides for a cash payment by Defendant of \$975,000.00 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The total amount to be distributed to Class Members who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting for the following (the "Net Settlement Amount"): (a) Settlement Administrator Costs not to exceed \$40,000.00; (b) Service Award payments to Plaintiffs not to exceed \$10,000.00 each, for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this Action was not favorable) and a general release of all claims; (c) Class Counsel's attorneys' fees not to exceed 1/3 of the Gross Settlement Amount (currently estimated at \$325,000.00); (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$45,000.00; (e) PAGA Penalty Payments to Aggrieved Employees totaling \$25,000.00; and (f) payment of \$75,000.00 to the Labor and Workforce Development Agency as part of its share of the PAGA Penalty as required by law. **Class Counsel's attorneys' fees and costs and Plaintiff's Service Award remain subject to Court approval.** No portion of the Net Settlement Amount will be returned to Host under any circumstances.

This settlement is conditioned upon the court entering an order at or following the Final Approval Hearing finally approving the settlement as fair, reasonable, and adequate, and the court's entry of Judgment.

7. How much will my payment be?

Your estimated share of the settlement is shown above and shall be determined by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Likewise, the Individual Settlement Payment to each Aggrieved Employee shall be determined Aggrieved Employee's pro rata share of 25% of the PAGA Penalties (i.e. \$25,000.00) is calculated according to the number of Pay Periods worked during the PAGA Period. **Aggrieved Employees shall receive their portion of the PAGA Penalty regardless of whether they opt-out and they shall still be bound by the release of Released PAGA Claims.**

Based on the above formulas, your calculated workweeks in the Class Period, as of this notice, is ****. Your estimated Individual Settlement Payment is \$*****.

[IF APPLICABLE] Your calculated Pay Periods in the PAGA period, as of this notice, is ****. Your estimated PAGA Penalty Payment is \$*****.

If you disagree with this amount, you can dispute this per Question 9 below. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the settlement. Individual Settlement Payment to Settlement Class Member shall be allocated as 40% penalties and interest not subject to withholdings and 20% for wages and 40% for interest and are subject to withholdings, and. PAGA Penalty Payments to Aggrieved Employee shall be allocated as 100% penalties.

8. How do I get a payment?

To qualify for payment, you do not need to do anything. The Settlement Administrator will mail you a check within about calendar days after the court enters a judgment based on this settlement, but possibly later depending on whether there are any objections and/or appeals of the judgment entered by the court.

To ensure that your payment is not delayed, you should ensure that the Administrator has your current mailing address.

9. What If I Believe that the Calculation of My Settlement Payment Is Incorrect?

If you believe that the calculations outlined in Question 7 are incorrect, you may dispute it by sending a letter to ***** **[ADMINISTRATOR'S ADDRESS]** no later than , 2025. Be sure to include your name, address, telephone number, last four digits of your social security number for verification purposes, a statement what and why you are disputing the calculation of your settlement payment, and attaching a copy of any documentation you want to include to support your dispute. Class Counsel, Defendant's Counsel, and the Administrator will evaluate your documentation and/or evidence. The Administrator will decide who is right and its decision will be final.

10. What Am I Giving Up to Get an Individual Settlement Payment?

Unless you request to be excluded from the Settlement, you remain part of the Settlement Class and that means you cannot sue, continue to sue, or be part of any other lawsuit against Host and each of their present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing ("Released Parties"), for the class claims arising in this case during the Class Period. Specifically, you will be giving up or "releasing" the class claims described below:

Released Class Claims: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from: (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Actions, including, (1) failure to pay wages, including minimum wages,

and overtime as required by Labor Code sections 246, 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7, 512; (3) failure to provide rest periods as required by Labor Code sections 226.7, 512; (4) failure to pay timely wages required by Labor Code sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements as required by Labor Code section 226; (6) violation of Business & Professions Code section 17200, et seq.; and (7) civil penalties under PAGA as to the related underlying claims as asserted in the Actions, and those claims predicated on the same or similar facts and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code sections 201, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 17200, 2698, 2699, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Again, you will release the following PAGA claims against the Released Parties regardless of whether you opt-out:

Released PAGA Claims. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Actions, including (1) failure to pay wages, including minimum wages, and overtime as required by Labor Code sections 246, 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7, 512; (3) failure to provide rest periods as required by Labor Code sections 226.7, 512; (4) failure to pay timely wages required by Labor Code sections 201, 202 and 203; (5) failure to provide accurate itemized wage statements as required by Labor Code section 226; and those claims predicated on the same or similar facts and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs in or prior to the Actions, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code sections 201, 203, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 17200, 2698, 2699 during the PAGA Period.

11. How Do I Exclude Myself from The Settlement?

To exclude yourself from the settlement, you must send a letter mailed to the Administrator at the address below and postmarked by *****, 2025. Your letter must include: (1) your name, address, telephone number, and last four digits of your social security number; (2) expressly state you wish to be excluded from this settlement with language to the effect of "I wish to be excluded from the Class Settlement in the Thompkins et al v. Host International Inc., dba HMS Host"; and (3) your signature. If your Request for Exclusion does not comply with any of these requirements, it will be rejected and you will remain a settlement class member.

If you ask to be excluded, you will not get the Individual Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the Released Class Claims, above. You may be able to sue (or continue to sue) Defendant in the future. However, even if you ask to be excluded, you will be bound by the settlement of the PAGA claims and the Released PAGA Claims.

12. If I Don't Exclude Myself, Can I Sue Host?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. You must exclude yourself from this case to continue on your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2025. If you do exclude yourself, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

13. How do I object to the Settlement?

If you are a Class Member, you can object to the settlement if you feel that the settlement is not fair. You can give reasons why you think the Court should not approve the settlement. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (as *Albert Thompkins et al. v. Host International Inc., dba HMS Host*, Case No. 21STCV20440); (b) contain your name, address, and telephone number and; (c) state all legal and factual grounds for your objection; (d) be filed with the Superior Court of California, County of Los Angeles, 111 N. Hill Street, Los Angeles, CA 90012 (e) be signed by your and/or your legal representative; (f) be mailed to the Settlement Administrator at ****; and (d) be filed and postmarked on or before [REDACTED], 2025. If your objection does not comply with these requirements, you may not be permitted to raise any objections unless the Court permits you to do so.

14. What Is the Difference Between Objecting And Excluding?

Objecting is telling the court that you believe that the terms of the settlement are not fair. You can object only if you stay in the Class. Excluding yourself is telling the court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement, if it is approved by the court.

You should not submit both an objection and request for exclusion. If you both exclude yourself from the settlement and object to it, your exclusion will be deemed valid and your objection will not be considered.

15. Do I have a lawyer in this case?

The court decided that Plaintiffs' Counsel are qualified to represent you and all Class Members. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel's information is as follows:

JAMES HAWKINS APLC

James R. Hawkins, Esq.

Gregory Mauro, Esq.

Michael Calvo, Esq.

Lauren Falk, Esq.

Ava Issary, Esq.

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

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8484 Wilshire Boulevard. Suite 500

Beverly Hills. California 90211

Tel: (310) 438-5555: Fax: (310) 300-1705

You may contact Plaintiffs' Counsel or the Settlement Administrator (see section 18 below) if you have questions regarding this settlement.

16. How Will the Attorneys For The Class and Class Representative Be Paid?

Class Counsel will be up to 1/3 of the Gross Settlement Amount (currently estimated at \$325,000.00). Class Counsel will ask for actual litigation costs incurred not to exceed \$45,000.00, the actual amount of which will be determined by the Court at the Final Approval Hearing (see section 17 below for details). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, an Enhancement Award for Plaintiffs up to \$10,000.00 each totaling \$20,000.00 will be paid from the Gross Settlement Amount for their services and in exchange for a general release.

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

You are hereby notified that a Final Approval Hearing will be held before the Honorable Theresa M. Traber, on _____, 2025 at _____ a.m., in Department 47 of the Los Angeles County Superior Court located at 111 N. Hill Street, Los Angeles, CA 90012, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn or continue the hearing from time to time, without further notification to you, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived and released the Released Class and PAGA Claims. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

18. How Do I Get More Information?

This notice summarizes the proposed settlement. You can get more information on the Administrator's website at *****.

WHAT IF I HAVE QUESTIONS?

If you have any questions about the Settlement, you may contact the Settlement Administrator:

Thompkins et al v. Host International Inc., dba Host
c/o [Settlement Administrator]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.