

CASE NO. 21STCV22051 PAGA SETTLEMENT AGREEMENT AND PAGA RELEASE

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Ramirez (“Plaintiff”) and defendant California Hotel Hospitality Services, Inc. (“CHHS” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “PAGA Action” means the Plaintiff’s PAGA cause of action alleging wage and hour violations against Defendant captioned *Juan Ramirez v. California Hotel Hospitality Services, Inc., et al.* initiated on June 14, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” mean(s) all nineteen (19) non-exempt former employees of CHHS doing business as Holiday Inn Express at 8244 Orion Avenue, Van Nuys, CA 91406 who performed work as a non-exempt employee at 8244 Orion Avenue, Van Nuys, CA 91406, at some time between June 14, 2020 and June 30, 2022 (the “PAGA Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Fisher & Phillips LLP.
- 1.9. “Gross Settlement Amount” means \$25,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s

Expenses Payment.

- 1.10. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.11. “Final Judgment and Order of Dismissal” means the Final Judgment and Order of Dismissal approving the Settlement, entering judgment and dismissing the PAGA Action, with prejudice, substantially in the form of the proposed Final Judgment and Order of Dismissal attached hereto as **Exhibit “1”** which this Settlement contemplates will be entered and approved by the Court.
- 1.12. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
- 1.13. “LWDA PAGA Payment” means the 75% of the Net PAGA Settlement Amount paid to the LWDA under Labor Code section 2699(i).
- 1.14. “Net PAGA Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remaining Net PAGA Settlement Amount is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.
- 1.15. “PAGA Counsel” means Gutierrez Derham Law Firm LLP, the attorneys representing the Plaintiff in the PAGA Action.
- 1.16. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Action.
- 1.17. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.18. “PAGA Period” means the period from June 14, 2020, to June 30, 2022.
- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.20. “PAGA Notice” means Plaintiff’s June 14, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3(a).
- 1.21. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.



- 1.22. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.23. “Released PAGA Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.24. “Released Parties” means CHHS, and each of its respective parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, members, persons, employees, agents, servants, representatives, including but not limited to Wendeline Tohidi, Donna Tohidi, John Tohidi, Ellen Mapue, and Armando Jose, attorneys, accountants and auditors including but not limited to Aaron Zimmer and Singer, Burke, Zimmer & Kogan, LLP, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, specifically including but not limited to the entities that issued payroll for CHHS TriNet HR XI, Inc. and TriNet Group, Inc., and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees, as well as any individual or entity that could be alleged to be jointly, severally, or strictly liable with Defendant.
- 1.25. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.
- 1.26. “Settlement Notice(s)” means the document substantially in the form of the document attached hereto as **Exhibit “2,”** which has been agreed to by the Parties and, subject to Court approval, which shall be sent to the Aggrieved Employees with the Individual PAGA Payment to inform them of the material terms of the Agreement and the Released PAGA Claims.

2. RECITALS.

- 2.1. On June 14, 2021, Plaintiff commenced a lawsuit by filing a Complaint alleging causes of action against Defendant for individual wage and hour and FEHA claims. On or about August 18, 2021, Plaintiff filed a first amended complaint, which included the same claims in the Complaint but also added a new PAGA Action for civil penalties under California’s Private Attorney General Act (“PAGA”) against CHHS only (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. The LWDA Case No. is LWDA-CM- 834854-21. Notice was never given with respect to TriNet.
- 2.3. On June 6, 2023, the Parties participated in a settlement conference through Resolve Law LA, which was unsuccessful.
- 2.4. On March 5, 2024, the Parties participated in a private mediation with mediator Joann



Rezzo, Esq., which was unsuccessful but the parties continued discussions, which resulted in an agreed resolution and this Agreement.

- 2.5. Defendant represents that it is not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$25,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring 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 PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-three and one-third percent (33.33%) of the Gross Settlement Amount and PAGA Counsel Litigation Expenses Payment of not more than \$950.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,200.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$2,200.00, the Administrator will retain the remainder in the Net PAGA Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of \$13,517.50 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties 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.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are nineteen (19) Aggrieved Employees ("Number of Aggrieved Employees") who worked 335 pay periods during the PAGA Period ("Number of Pay Periods").

4.2. Aggrieved Employee Data. Within 15 days of the court approving the settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows:

- 4.3.1. Five-Thousand Dollars (\$5,000.00) payable to "Phoenix Settlement Administrators" on or before 7 months after the Court approves the PAGA Settlement;
- 4.3.2. Five-Thousand Dollars (\$5,000.00) payable to "Phoenix Settlement Administrators" on or before 8 months after the Court approves the PAGA Settlement;
- 4.3.3. Five-Thousand Dollars (\$5,000.00) payable to "Phoenix Settlement Administrators" on or before 9 months after the Court approves the PAGA Settlement;
- 4.3.4. Five-Thousand Dollars (\$5,000.00) payable to "Phoenix Settlement Administrators" on or before 10 months after the Court approves the PAGA Settlement; and

4.3.5. Five-Thousand Dollars (\$5,000.00) payable to “Phoenix Settlement Administrators” on or before 11 months after the Court approves the PAGA Settlement.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose 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 Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF PAGA CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, subject to approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, Plaintiff, on behalf of the Aggrieved Employees and the State of California, irrevocably releases, acquits, and forever discharges the Released Parties of and from any and all claims for civil penalties under California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* alleged in the operative Complaint, and Plaintiff’s PAGA notice to the LWDA during the PAGA

Period (the “Released PAGA Claims”).

- 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Any of the Parties may prepare and file an application or motion for approval of this Settlement. Plaintiff, however, agrees to prepare and file the motion for approval. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting via Zoom or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting via Zoom or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes providing 1099 forms.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 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. CONTINUING JURISDICTION OF THE COURT.

- 8.1 Pursuant to Code of Civil Procedure § 664.6, the Parties agree that the Court may retain jurisdiction for the purpose of enforcing full performance of the terms of this PAGA Agreement. In the event that one or more of the Parties institutes any motion, legal action, or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Agreement or to declare rights and/or obligations under this PAGA Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs incurred in connection with any enforcement actions.
- 8.2 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, PAGA Action, 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.

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties 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 another party 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 PAGA Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability 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 Plaintiff that Defendant's defenses in the PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party concerning the PAGA Action.

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

9.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 9.5 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.6 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.
- 9.7 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.8 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.
- 9.9 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.
- 9.10 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during PAGA Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.11 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.
- 9.12 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.
- 9.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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.
- 9.14 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

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

9.15 Invalidity of Any Provision/Severability. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

9.16 Parties' Authority: The Parties as signatories hereto hereby represent that they are fully authorized to enter into this PAGA Agreement and bind the Parties to the terms and conditions hereof.

DATED: 05 / 29 / 2024



Plaintiff, Juan Ramirez

DATED: 04/06/24


Wendeline Tohidi (Jun 4, 2024 10:15 PDT)

California Hotel Hospitality Services, Inc.
By: Wendeline Tohidi
Its: Chief Executive Officer and President

Ramirez PAGA Settlement Agreement Final (Pltf Signed)

Final Audit Report

2024-06-05

Created:	2024-06-03
By:	Melody Biglay (mbiglay@fisherphillips.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE1GZMwdxudphYHPVSmz2CfmbiWg45cJg

"Ramirez PAGA Settlement Agreement Final (Pltf Signed)" History

-  Document created by Melody Biglay (mbiglay@fisherphillips.com)
2024-06-03 - 5:33:24 PM GMT
-  Document emailed to Wendy Tohidi (jamalyeh@icloud.com) for signature
2024-06-03 - 5:33:29 PM GMT
-  Email viewed by Wendy Tohidi (jamalyeh@icloud.com)
2024-06-05 - 1:14:32 AM GMT
-  Document e-signed by Wendy Tohidi (jamalyeh@icloud.com)
Signature Date: 2024-06-05 - 1:15:08 AM GMT - Time Source: server
-  Agreement completed.
2024-06-05 - 1:15:08 AM GMT

EXHIBIT 1

MATTHEW GUTIERREZ, SBN 271206
mg@gutierrezderham.com
GUTIERREZ DERHAM LAW FIRM LLP
6077 Coffee Rd., Ste 4
Bakersfield, CA 93308
Telephone: (323) 676-6676

Attorneys for Plaintiff, JUAN RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[UNLIMITED CIVIL]

JUAN RAMIREZ, an individual,

Plaintiff,

vs.

CALIFORNIA HOTEL HOSPITALITY
SERVICES, INC., a corporation; TRINET HR
XI, INC., a corporation; and DOES 1 through
5, inclusive,

Defendants.

Case No.: 21STCV22051

*Assigned for All Purposes to the Hon. Barbara
M. Scheper in Dept. 30*

[PROPOSED] JUDGMENT

Complaint Filed: June 14, 2021

Trial Date: None Set

On _____, 2024, the Court approved the settlement of the Los Angeles County Case No. 21STCV22051 Settlement Agreement between Plaintiff JUAN RAMIREZ and Defendant CALIFORNIA HOTEL HOSPITALITY SERVICES, INC. (“PAGA Settlement Agreement”), of the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) cause of action (“PAGA Action”). Pursuant to Order approving the PAGA Settlement Agreement of the parties, the PAGA Action is dismissed, with prejudice, with the Court retaining jurisdiction for enforcement pursuant to Code of Civil Procedure section 664.6. The OSC re Dismissal of _____, 2024, is advanced to this date and vacated.

IT IS SO ORDERED AND ADJUDGED.

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Dated: _____

Hon. Judge Barbara M. Scheper
Judge of the Superior Court of the State of
California

EXHIBIT 2

Exhibit “2”

[Date], 2024

[Settlement Administrator Name]

[Settlement Administrator Address]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Former Employee of CALIFORNIA HOTEL HOSPITALITY SERVICES, INC. doing business as Holiday Inn Express at 8244 Orion Avenue, Van Nuys, CA 91406:

You have received this notice because CALIFORNIA HOTEL HOSPITALITY SERVICES, INC. doing business as Holiday Inn Express at 8244 Orion Avenue, Van Nuys, CA 91406 (“Employer”) records indicate that you worked for Employer as a non-exempt employee in California at some time between June 14, 2020 and June 30, 2022 (“PAGA Period”). This notice relates to the settlement of a lawsuit titled *Juan Ramirez v. California Hotel Hospitality Services, Inc., et al.* Case No. 21STCV22051, (the “Lawsuit”) filed in Los Angeles County Superior Court at 111 N Hill St, Los Angeles, CA 90012 (the “Court”).

As one of the claims in the Lawsuit, Plaintiff Juan Ramirez (“Plaintiff”) seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations (“Aggrieved Employees”).

Employer strongly disputes Plaintiff’s allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits or defenses of the Lawsuit, specifically including the claim under PAGA. Nonetheless, to avoid the cost and distraction of litigation, Employer has made a business decision to resolve the Lawsuit, including the claims under PAGA, which has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name.

Regardless of what you do with the enclosed settlement check, the Court has ordered an approval of your release of any and all rights that you may have to civil penalties arising under PAGA as asserted in the Lawsuit.

The release is on behalf of the Aggrieved Employees and the State of California, and irrevocably releases, acquits, and forever discharges the Released Parties (“Released Parties” means Employer, and each of its respective parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, members, persons, employees, agents, servants, representatives, including but not limited to Wendeline Tohidi, Donna Tohidi, John Tohidi, Ellen Mapue, and Armando Jose, attorneys, accountants and auditors including but not limited to Aaron Zimmer and Singer, Burke, Zimmer & Kogan, LLP, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, specifically including but not limited to the entities that issued payroll for Employer TriNet HR XI, Inc. and TriNet Group, Inc., and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees, as well as any individual or entity that could be alleged to be jointly, severally, or strictly liable with Employer) of and from any and all claims for civil penalties under California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* alleged in the Lawsuit, and Plaintiff’s PAGA Notice (“PAGA Notice” means Plaintiff’s June 14, 2021, letter to Employer and the California Labor and Workforce Development Agency providing notice pursuant to Labor Code section 2699.3(a), Case No. LWDA-CM- 834854-21) during the PAGA Period.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>> or attorneys of record.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE LAWSUIT.

Attorneys representing Plaintiff:

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