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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

JOSE HERNANDEZ and ABIMAEL  
RODRIGUEZ MARRERO, as aggrieved  
employees pursuant to the Private Attorneys  
General Act (“PAGA”), on behalf of the State of  
California and other aggrieved employees,

Plaintiffs,

vs.

HISTORIC MISSION INN CORPORATION,  
a California corporation; and DOES 1 through  
10, inclusive,

Defendants.

Case No. 30-2021-01221100-CU-OE-CXC

**PAGA SETTLEMENT AGREEMENT**

## PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Orange, Plaintiffs Jose Hernandez, Abimael Rodriguez Marrero, and Andrea Seas (“Plaintiffs”) and Defendant Historic Mission Inn, Corp. (“Defendant”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of Plaintiffs’ claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

### DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means: (a) *Andrea Seas v. Historic Mission Inn Corporation*, Riverside County Case No. CVRI2104317 and *Andrea Seas v Historic Mission Inn Corporation*, Riverside County Case No. CVRI2105445 (“Seas Actions”); and (b) *Jose Hernandez, et al. v. Historic Mission Inn Corporation*, Orange County Case No. 30-2021-01221100-CU-OE-CXC (“Hernandez Action”).
2. “Aggrieved Employees” means all persons who were employed by Defendant in non-exempt positions in the State of California at any time from July 7, 2020 through the date of entry of the Order and Judgment.
3. “Court” means the Superior Court for the State of California, County of Orange.
4. “General Release Payments” means the amounts to be paid to Plaintiffs separately from the Gross Settlement Amount as payment for general releases of all claims arising out of their employment with Defendant.
5. “Gross Settlement Amount” means the settlement amount of Nine Hundred Twenty Thousand Dollars (\$920,000) to be paid by Defendant in full satisfaction of all Settled Claims arising in the Actions.
6. “LWDA” means the California Labor and Workforce Development Agency.
7. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Awards, and Settlement Administrator Costs.
8. “Plaintiffs’ Counsel” means Capstone Law APC and Lavi & Ebrahimian, LLP.
9. “Service Awards” means the amounts to be paid to Plaintiffs from the Gross Settlement

Amount as payment for their service on behalf of the LWDA and Aggrieved Employees.

10. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the Settlement Period.

11. “Settlement Period” means July 7, 2020 through the date of entry of the Order and Judgment.

### TERMS

12. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, Defendant will pay Nine Hundred Twenty Thousand Dollars (\$920,000) (“Gross Settlement Amount”) to settle the Actions. The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses, Service Awards, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant. No portion of the Gross Settlement Amount will be used to fund the General Release Payments.

13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by

Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

13(c) This Settlement is entered based on Defendant's representation that Aggrieved Employees worked during an estimated total of 33,559 Pay Periods during the Settlement Period. If the number of Pay Periods worked during the Settlement Period is greater than 10% more than estimated (more than 36,915), then Defendant, at its sole discretion, will either proportionally increase the Gross Settlement Amount, or, in the alternative, shorten the Settlement Period to the date on which the Pay Periods reached 36,915. For example, if the total pay periods are 11% greater than 33,559, and Defendant chooses the option to increase the Gross Settlement Amount, then the new Gross Settlement Amount would increase by 1%.

14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Three Hundred Ten Thousand Dollars (\$310,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. The award of attorneys' fees will be divided between Plaintiffs' Counsel as follows: (a) sixty percent (60%) to Capstone Law APC, and (b) forty percent (40%) to Lavi & Ebrahimi, LLP.

15. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Five Thousand Dollars (\$5,000), paid to each named Plaintiff individually (\$15,000.00 total). For tax purposes, the Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued.

16. General Release Payments. For general releases of all claims Plaintiffs may have against

Defendant, or its agents, managers, officers, directors, employees or successors, arising out of their employment, Defendant agrees to pay Plaintiffs the sum of Ten Thousand Dollars (\$10,000), paid to each named Plaintiff individually (\$30,000.00 total). The General Release Payments will be paid separately from, and in addition to, the Gross Settlement Amount. For tax purposes, the General Release Payments will be treated as non-wages for which IRS Forms 1099-MISC will be issued. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendant, and its agents, managers, officers, directors, employees or successors, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant or its agents, managers, officers, directors, employees or successors, arising out of, or relating to, Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

17. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are approximately Eighteen Hundred (1,800) Aggrieved Employees, Settlement Administration Costs

are estimated at Ten Thousand Dollars (\$10,000).

18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). Within five (5) court days after the Settlement Administrator issues payments to Andrea Seas, the Parties will stipulate to dismiss the Seas Actions with prejudice.

19. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount and General Release Payments into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt

1 to determine the correct address using a skip-trace, or other search using the name, address or Social  
2 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.  
3 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain  
4 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be  
5 tendered to the The Justice Gap Fund maintained by The State Bar of California. All settlement  
6 payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be  
7 issued.

8 22. Settled Claims. Upon the funding of the Gross Settlement Amount, Plaintiffs and all  
9 Aggrieved Employees will be forever barred from pursuing against Defendant, or its agents, managers,  
10 officers, directors, employees or successors, any and all Settled Claims during the Settlement Period.  
11 Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage  
12 and hour claims by virtue of this Settlement.

13 23. No Right to Exclusion or Objections by Representative Action Members. Because this  
14 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as  
15 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no  
16 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved  
17 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,  
18 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties  
19 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

20 24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced  
21 herein will not be utilized to calculate any additional benefits under any benefit plans to which any  
22 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,  
23 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit  
24 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,  
25 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

26 25. No Prior Assignments. The Parties represent, covenant, and warrant that they have not  
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
28 any person or entity any portion of any liability, claim, demand, action, cause of action or right herein

1 released and discharged.

2 26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
3 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
4 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,  
5 and the Parties will be returned to their original respective positions.

6 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
7 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
8 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
9 as may be appropriate under court rules or as set forth in this Settlement.

10 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
11 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
12 on the Parties.

13 29. Amendment or Modification. This Settlement Agreement may be amended or modified  
14 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
15 Parties, and approved by the Court.

16 30. Authorization to Enter Into Settlement Agreement. The Parties separately warrant and  
17 represent that they have expressly authorized Plaintiffs' Counsel and Defendant's Counsel to negotiate  
18 this Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
19 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents  
20 required to effectuate the terms of this Settlement Agreement. The Parties will cooperate with each other  
21 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach  
22 agreement on the form or content of any document needed to implement the Settlement, or on any  
23 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
24 may seek the assistance of the Court to resolve such disagreement.

25 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
26 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 32. California Law Governs. All terms of this Settlement Agreement will be governed by  
28 and interpreted according to the laws of the State of California.

33. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

36. Invalidity of Any Provision. Before declaring any provision of this Settlement 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 Settlement Agreement valid and enforceable.

37. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

39. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and

1 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
2 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for  
3 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
4 all Parties have contributed to the preparation of this Settlement Agreement.

5 41. Representation By Counsel. The Parties acknowledge that they have been represented  
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
7 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed  
8 in full.

9 42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
10 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
11 Settlement Agreement.

12 43. Binding Agreement. The Parties warrant that they understand and have full authority to  
13 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
14 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
15 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
16 under federal or state law.

17 44. Denial of Liability. The Parties expressly recognize that the making of this agreement  
18 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.  
19 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
20 discussions or communications, nor any materials prepared, exchanged, issued or used during the  
21 pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be  
22 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,  
23 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,  
24 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.  
25 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
26 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
27 of the Court entered into in connection therewith.  
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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 1/28/2025

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**PLAINTIFF**

Dated: \_\_\_\_\_

Abimael Rodriguez Marrero

**PLAINTIFF**

Dated: \_\_\_\_\_

Andrea Seas

**DEFENDANT**

Dated: \_\_\_\_\_

Name of Authorized Signatory  
Historic Mission Inn, Corp.

**APPROVED AS TO FORM ONLY**

**CAPSTONE LAW APC**

Dated: January 29, 2025

*Raul Perez*  
Raul Perez

**LAVI & EBRAHIMIAN, LLP**

Dated: \_\_\_\_\_

Joseph Lavi

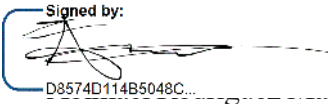
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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: \_\_\_\_\_  
Jose Hernandez

**PLAINTIFF**

Dated: 1/28/2025  
 Signed by: \_\_\_\_\_  
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**PLAINTIFF**

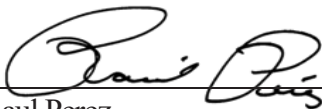
Dated: \_\_\_\_\_  
Andrea Seas

**DEFENDANT**

Dated: \_\_\_\_\_  
Name of Authorized Signatory  
Historic Mission Inn, Corp.

**APPROVED AS TO FORM ONLY**

**CAPSTONE LAW APC**

Dated: January 28, 2025  
 \_\_\_\_\_  
Raul Perez

**LAVI & EBRAHIMIAN, LLP**

Dated: \_\_\_\_\_  
Joseph Lavi

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 1/28/2025

DocuSigned by:

Jose Hernandez

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**PLAINTIFF**

Dated: \_\_\_\_\_

Abimael Rodriguez Marrero

**PLAINTIFF**

Dated: 01/29/2025

*AS*

Andrea Seas

**DEFENDANT**

Dated: \_\_\_\_\_

Name of Authorized Signatory  
Historic Mission Inn, Corp.

**APPROVED AS TO FORM ONLY**

**CAPSTONE LAW APC**

Dated: January 29, 2025

*Raul Perez*

Raul Perez

**LAVI & EBRAHIMIAN, LLP**

Dated: 01/30/2025

*Joseph Lavi*

Joseph Lavi

*AS*

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**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Hernandez

**PLAINTIFF**

Dated: \_\_\_\_\_

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Abimael Rodriguez Marrero

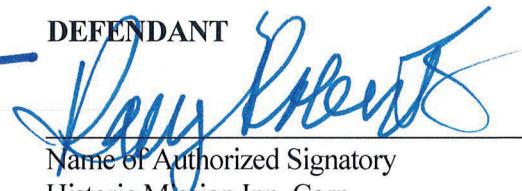
**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andrea Seas

**DEFENDANT**

Dated: 2/12/2025

  
Name of Authorized Signatory  
Historic Mission Inn, Corp.

**APPROVED AS TO FORM ONLY**

**CAPSTONE LAW APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raul Perez

**LAVI & EBRAHIMIAN, LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph Lavi

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STREAM KIM KICKS WRAGE & ALFARO

Dated: 2/13/25

  
\_\_\_\_\_  
Amy Osborne

# Exhibit A

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Hernandez v. Historic Mission Inn Corporation*, No. 30-2021-01221100-CU-OE-CXC (Orange County Superior Court); *Andrea Seas v. Historic Mission Inn Corporation*, No. 30-2022-01270572-CU-OE-CXC (Orange County Superior Court); and *Andrea Seas v Historic Mission Inn Corporation*, No. 30-2022-01258324-CU-OE-CXC (Orange County Superior Court)**

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Hernandez v. Historic Mission Inn Corporation*, No. 30-2021-01221100-CU-OE-CXC (Orange County Superior Court); *Andrea Seas v. Historic Mission Inn Corporation*, No. 30-2022-01270572-CU-OE-CXC (Orange County Superior Court); and *Andrea Seas v Historic Mission Inn Corporation*, No. 30-2022-01258324-CU-OE-CXC (Orange County Superior Court) (collectively, “Seas Actions”) (the “Actions”).

The Actions were filed against Defendant Historic Mission Inn, Corp. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were brought by former employees of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant, defined as all persons who were employed by Defendant in non-exempt positions in the State of California at any time from July 7, 2020 through [the date of entry of the Order and Judgment]. (“Aggrieved Employees”). You have been identified as one of the employees on whose behalf the Actions were brought.

The Plaintiffs in the Actions claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Actions but it has approved the settlement of PAGA civil penalties totaling \$\_, of which 75% (\$) will be paid to the California Labor and Workforce Development Agency, and the remaining 25% (\$) will be paid to Aggrieved Employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to the Actions, but you and the government will be bound by the settlement as to PAGA civil penalties. The PAGA claims settled and released by the Settlement are—Any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Actions with respect to Aggrieved Employees based on the facts alleged in the Actions during the period from July 7, 2020 through [the date of entry of the Order and Judgment].

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]