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Attorneys for Defendant OLS Hotels & Resorts, LLC

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

BERTHA RODRIGUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

OLS HOTELS AND RESORTS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No. 21STCV29586

[Honorable Barbara M. Scheper]

**STIPULATION OF SETTLEMENT AND
~~PROPOSED~~ ORDER APPROVING
SETTLEMENT OF PLAINTIFF'S
CLAIMS FOR CIVIL PENALTIES
UNDER PAGA**

Complaint Filed: August 11, 2021
Trial date: Not set

FILED
Superior Court of California
County of Los Angeles

06/22/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Wilson Deputy

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1. Pursuant to Labor Code section 2698 *et seq.* (the Private Attorneys General Act, or “PAGA”), by letter dated August 6, 2021, Plaintiff gave written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of various provisions of the California Labor Code that Defendant allegedly violated, including the facts and theories to support the alleged violations. Specifically, Plaintiff alleged that Defendant had failed to compensate her and the PAGA Settlement Employees for all hours worked, including regular and overtime hours worked, failed to maintain accurate records, failed to timely pay employees wages upon employment separation, failed to provide her and the PAGA Settlement Employees with legally mandated rest periods and meal breaks, failed to reimburse them for business expenses they incurred, and failed to provide the PAGA Settlement Employees with accurate itemized wage statements. Attached hereto as **Exhibit 1** is a true and correct copy of the notice letter Plaintiff sent to the LWDA. Plaintiff accompanied her LWDA notice with a fee in the amount of \$75.00.

3. Plaintiff, a former employee of Defendant, filed this action on August 11, 2021. On November 1, 2021, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA. This matter was originally filed as a class action; however, due to the existence of an arbitration agreement with a class action waiver, Plaintiff filed a request for dismissal of her class

1 and individual allegations so that she could proceed with her PAGA cause of action only (“the
2 Action”). The Court signed the order dismissing class and individual claims on or about
3 December 27, 2021. On December 1, 2021, Defendant filed its answer to the complaint and
4 disputed all of Plaintiff’s allegations. Defendant disputes that it has engaged in the Labor
5 Code violations as alleged and denies that it has engaged in any unlawful conduct.

6 4. The First Amended Complaint alleges violation of the Unfair Competition Law,
7 Business & Professions Code section 17200, *et seq.* and seeks civil penalties under PAGA for
8 alleged violations of California Labor Code sections 201, 202, 203, 204, 218, 226, 226.7, 510,
9 512, 1174, 1194, 1194.2, 1197, 1198, and 2802. Defendant denied, and continues to deny, all
10 of the allegations made by Plaintiff or that it is liable for any of the damages and/or civil
11 penalties as alleged in the Action and/or LWDA Notice.

12 5. The Parties recognize that the issues presented in the Action are likely only to be
13 resolved with extensive and costly pretrial and trial proceedings, and that further litigation
14 will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the
15 maximum potential benefits to the PAGA Settlement Members and Plaintiff from continued
16 litigation.

17 6. On May 10, 2022, the Parties participated in a full-day mediation with neutral
18 mediator Hon. Carl West (Ret.), an experienced wage and hour mediator. Prior to participating
19 in mediation, the Parties engaged in extensive informal discovery, including production of
20 sample employee time and pay records and Defendant’s written policies to allow the Parties to
21 appropriately evaluate their claims and defenses. Thereafter, the Parties engaged in extensive,
22 arms-length negotiations and reached a settlement of the Action. The fully executed
23 Settlement Agreement of Private Attorney General Act Claims (“Settlement,” “Settlement
24 Agreement,” or “Agreement”) is attached hereto as **Exhibit 2**. The Parties agreed to the
25 settlement based upon all known facts and circumstances, including the difficulty of proving
26 some of Plaintiff’s claims, potential defenses asserted by Defendant, the uncertainty associated
27 with litigation, the risks of significant delay, and numerous potential appellate issues. It was not
28

1 easy for the Parties to reach this settlement, which was possible with the skilled guidance and
2 input of mediator, Hon. Carl West (Ret.).

3 7. The Parties conducted investigation of the facts and law. Counsel for the Parties
4 have further investigated the applicable law as applied to the facts discovered regarding
5 Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by the Plaintiff.
6 Based on their own independent investigations and evaluations, Plaintiff and her counsel
7 believe the terms and consideration set forth in the Settlement Agreement are fair, reasonable,
8 adequate, and in the best interests of the Plaintiff and the PAGA Settlement Members in light
9 of all known facts and circumstances and the risks inherent in litigation, including the
10 potential appellate issues. Plaintiff's counsel similarly believes that the settlement amount for
11 each PAGA Settlement Member is fair, reasonable, and adequate, given the inherent risk of
12 litigation.

13 8. The settlement in this action provides \$137,999.34 to the alleged aggrieved
14 employees and the LWDA in exchange for a release of claims under PAGA only.¹ The
15 Settlement Agreement and Release of PAGA Claims provides, in pertinent part:

16 Each PAGA Member (including Plaintiff) shall, for the Covered Period, fully
17 release and forever discharge Defendant from any and all claims for PAGA
18 penalties that were asserted pursuant to Labor Code Section 2699 for civil
19 penalties (excluding wages) in Plaintiff's PAGA Notice, submitted on August 6,
20 2021.

21 **"Released Claims"** means all claims for relief under PAGA, of whatever kind or nature,
22 whether known or unknown, arising during the Covered Period, based on the facts alleged
23 by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not
24 limited to, Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3,
25 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2,
26 1197, 1197.1, 1198, 2802, 2699, and the applicable IWC Wage Orders, and any resulting
27 claim for attorneys' fees and costs under PAGA.

28 ¹ \$137,999.34 is the net amount available to the aggrieved employees and the LWDA
from the \$270,000 gross settlement amount following deduction for Plaintiff's attorney's fees of
\$94,500.00 (35% of the gross settlement amount), Plaintiff's counsel's actual litigation costs not
to exceed (\$15,000.00), third-party administration costs (not to exceed \$15,000.00), and a
payment to Plaintiff of \$7,500.00 in exchange for a general release. However, it is likely that the
net amount available to the Aggrieved Employees will be slightly higher due to the fact the
actual costs will be lower than the aforementioned estimates.

1 **“PAGA Period”** means March 8, 2020, to the date the settlement is approved by
2 the Court.

3 **“Released Parties”** shall mean Defendant, and each of its respective current
4 and former, direct and indirect owners, parents, subsidiaries, brother-sister
5 companies, and all other affiliates and related entities, and their current and
6 former partners, officers, directors, employees, attorneys, agents, and other
7 related parties.

8 **“PAGA Settlement Members”**: The PAGA Settlement Members (also referred
9 to herein as the “aggrieved employees”) included in the Settlement shall be all
10 past and present nonexempt hourly employees of Defendant in California at any
11 time from August 6, 2020 through the sooner of June 10, 2022 or the date the
12 Court approves this Settlement (“Covered Period”).

13 The Parties estimate that there are approximately 18,00 pay periods during the PAGA
14 Period.

15 9. The Parties request that the Court approve the arm’s length settlement reached
16 between the Parties pertaining to penalties under PAGA, and the release of PAGA claims.

17 **NOW THEREFORE**, in return for the mutual commitments and consideration detailed
18 in the Settlement Agreement and Release of PAGA Claims attached hereto as Exhibit “B,” the
19 Parties stipulate as follows:

20 1. The Parties stipulate and jointly propose that the Court review and approve the
21 terms contained in the Parties’ Settlement Agreement, attached as Exhibit 2, in full.

22 2. The Settlement is fair, adequate, and reasonable, as it represents a reasoned
23 compromise reached through arm’s-length negotiations and considers the risks, complexity,
24 and expense of further litigation.

25 3. The settlement terms reached through mediation provide for a gross payment by
26 Defendant of two hundred seventy thousand dollars (\$270,000; “Gross Settlement Amount”).
27 The Gross Settlement Amount, which shall cover distribution to the LWDA, distribution to
28 Plaintiff and the alleged aggrieved employees, Plaintiff’s counsel’s costs and fees, and costs of
29 administration of the settlement, as follows:

Description	Amount
Attorneys’ Fees (35% of gross settlement)	\$94,500.00

Costs (not to exceed amount)	\$15,000.00 ²
Payment to Plaintiff in exchange for 1542 Release	\$7,500.00
Costs of Third-Party Administration (not to exceed)	\$15,000.00 ³

4. Should the Court approve a lesser amount for attorneys' fees, costs, payment to Plaintiff in exchange for the 1542 release, or costs of third-party administration, the difference shall be allocated as follows: 25% to the alleged aggrieved employees and 75% to the LWDA.

5. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages. Defendant's payment shall be made to the administrator as follows: within 14 days of Court approval (assuming that the LWDA has not intervened or indicated in any way that it intends to intervene in the settlement). If the LWDA has intervened, or indicated that it may intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA indicates that it is no longer going to intervene in the Action.

6. "PAGA Settlement Members": The PAGA Settlement Members (also referred to herein as the "aggrieved employees") included in the Settlement shall be all past and present nonexempt hourly employees of Defendant in California at any time from August 6, 2020 through the sooner of June 10, 2022 or the date the Court approves this Settlement ("Covered Period").

7. Upon the Court's approval of the Settlement Agreement, it is agreed that the entire Action will be dismissed, with prejudice.

8. Each PAGA Member (including Plaintiff) shall, for the Covered Period, fully release and forever discharge Defendant from any and all claims for PAGA penalties that were asserted

² The Settlement authorizes reimbursement of actual costs not to exceed \$15,000. At this time, actual out of pocket costs, excluding the cost of submitting this stipulation total \$12,114.10. A true and correct copy of a ledger of counsel's costs are attached hereto as Exhibit "3."

³ A true and correct copy of the third-party administrator's (ILYM Group) quote is attached hereto as Exhibit "4."

pursuant to Labor Code Section 2699 for civil penalties (excluding wages) in Plaintiff's PAGA Notice, submitted on August 6, 2021.

9. Under California law, no notice to the alleged aggrieved employees is required for the resolution of an action under PAGA. *See Arias v. Superior Court*, (2009) 46 Cal.4th 969, 977. The Parties have nevertheless agreed to provide an explanatory letter to the alleged aggrieved employees to accompany the PAGA penalty checks. Attached to the Settlement Agreement and Release of PAGA Claims as Exhibit A is the proposed letter to the alleged aggrieved employees that would accompany the checks.

10. If there is a conflict between the language of this Stipulation and the language of the Settlement Agreement and Release of PAGA Claims attached as Exhibit 2, with the exception of the timing of the settlement payment, the language of the Settlement Agreement and Release of PAGA Claims shall control.

11. The Parties further expressly agree that the Court will retain jurisdiction under Code of Civil Procedure section 664.6 to resolve any disputes arising from the settlement of the above-described action.

IT IS SO STIPULATED.

Dated: May 19, 2022

Respectfully submitted,
MOON & YANG, APC

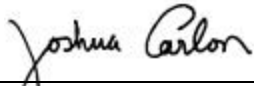
By: 

Kane Moon
Allen Feghali
Edwin Kamarzarian
Attorneys for Plaintiff

[signatures on following page]

1 Dated: May 24, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

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3 By: 

4 Jeffrey S. Ranen
5 Joshua D. Carlon
6 Attorneys for Defendant
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ORDER OF DISMISSAL
~~**PROPOSED**~~ **ORDER AND JUDGMENT**

Having considered the foregoing Stipulation, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the Settlement Agreement and Release of PAGA Claims attached as Exhibit “2” to the foregoing Stipulation.

2. The Settlement is hereby accepted and approved;

3. Plaintiff and all PAGA Settlement Members shall have, by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims as follows:

“Released Claims” means all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in the Action and Plaintiff’s notice letter to the LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, and the applicable IWC Wage Orders, and any resulting claim for attorneys’ fees and costs under PAGA.

“PAGA Period” means March 8, 2020, to the date the settlement is approved by the Court.

“Released Parties” shall mean Defendant, and each of its respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and their current and former partners, officers, directors, employees, attorneys, agents, and other related parties.

“PAGA Settlement Members”: The PAGA Settlement Members (also referred to herein as the “aggrieved employees”) included in the Settlement shall be all past and present nonexempt hourly employees of Defendant in California at any time from August 6, 2020 through the sooner of June 10, 2022 or the date the Court approves this Settlement (“Covered Period”).

4. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

5. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the

1 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
2 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
3 whatsoever by or against Defendant.

4 6. Defendant shall pay the PAGA Settlement Members, Plaintiff's Counsel, the Labor
5 and Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
6 the terms of the Settlement:

- 7 a. Actual administration costs of up to \$15,000.00, payable to the Settlement
8 Administrator for administration of the Settlement;
- 9 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$94,500.00 (35%).
- 10 c. Reimbursement for actual costs incurred by Plaintiff's Counsel, not to exceed
11 \$15,000.00;
- 12 d. \$7,500 to Plaintiff Bertha Rodriguez in exchange for a general release with Civil
13 Code section 1542 waiver; and
- 14 e. The remaining amount to the PAGA Fund, which shall be allocated as set forth in
15 Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
16 to the PAGA Settlement Members on a pro-rata basis. The Administrator will
17 cancel all checks that remain uncashed 180 days from the mailing date and
18 forward such amounts to the California State Controller's Office in the names of
19 the PAGA Settlement Members who did not cash their check.

20 7. Defendant's payment shall be made to the administrator as follows: within 14 days of
21 Court approval (assuming that the LWDA has not intervened or indicated in any way that it
22 intends to intervene in the settlement). If the LWDA has intervened, or indicated that it may
23 intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA
24 indicates that it is no longer going to intervene in the Action.

25 8. The Court finds that the fees requested by Plaintiff's Counsel of thirty five (35%) of
26 the total settlement amount are reasonable, and the costs requested of up to \$15,000.00 are
27 reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's
28 fees in the amount of \$94,500.00 and costs in the amount not to exceed \$15,000.00 to Plaintiff's

1 Counsel for their attorney's fees and costs. The payment of fees and costs to Plaintiff's Counsel
2 shall be made in accordance with the terms of the Settlement.

3 9. The Court approves of the proposed letter attached to the Settlement Agreement and
4 Release of PAGA Claims as Exhibit A to be sent to PAGA Settlement Members along with their
5 respective settlement check.

6 10. This action is dismissed with prejudice.

7 11. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
8 calendar days after receiving notice of entry of the Order and Judgment.

9 12. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action,
10 the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret,
11 enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

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13
14 DATED: 06/22/2022



Barbara M. Scheper
Honorable Barbara M. Scheper
Barbara M. Scheper / Judge
JUDGE OF THE LOS ANGELES
COUNTY SUPERIOR COURT

EXHIBIT 1

MOON & YANG, APC

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Kane Moon, Esq.
Kane.Moon@moonyanglaw.com

August 6, 2021

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

OLS Hotels & Resorts, LLC
1600 Ventura Blvd., Suite 100
Encino, CA 91436

Notice of Labor Code Violations and PAGA Penalties

Re: ***Bertha Rodriguez v. OLS Hotels & Resorts, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Bertha Rodriguez (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, OLS Hotels & Resorts, LLC (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff individually as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as a room attendant from approximately June 2019 to October 2020, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to work off the clock, without compensation. For example, Plaintiff and the Aggrieved Employees were required to conduct work-related activities after clocking out, which included finishing cleaning rooms, uncompensated. Plaintiff and the Aggrieved Employees were also required to use his personal cellular telephone for work purposes while clocked out. Also, Plaintiff and the Aggrieved Employees were required to perform pre-clock-in activities, which included a COVID screening (both temperature checks and questionnaire) and waiting in line for that COVID screening, uncompensated. Also throughout the statutory period, Plaintiff and the Aggrieved

Employees received non-discretionary bonuses. However, Defendants failed to incorporate all remuneration when determining the correct rate of overtime pay, and when determining the correct rate of pay for meal and rest period premiums, leading to underpayment of pay. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Also, Defendants maintained a policy and practice of prohibiting Plaintiff and Aggrieved Employees from leaving the premises during rest periods, and also requiring that Plaintiff and Aggrieved Employees stay within designated areas for rest breaks. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the use of their personal cellular telephones for work-related purposes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a

direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal

periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

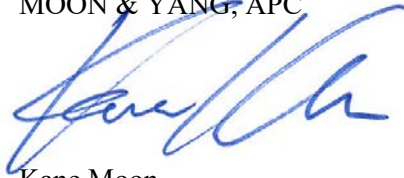
Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

LWDA
Notice of Labor Code Violations and PAGA
August 6, 2021
Page 9 of 9

Sincerely,

MOON & YANG, APC

A handwritten signature in blue ink, appearing to read 'Kane Moon', is written over the text 'MOON & YANG, APC'.

Kane Moon
Attorney at Law

EXHIBIT 2

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13 *Attorneys for Defendant OLS Hotels & Resorts, LLC*

14

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

17

18

19 BERTHA RODRIGUEZ, individually, and on
behalf of all others similarly situated,

20
21 Plaintiff,

22 vs.

23 OLS HOTELS AND RESORTS, LLC, a
24 limited liability company; and DOES 1 through
25 10, inclusive,

26 Defendants

27

28

Case No. 21STCV29586

[Honorable Barbara M. Scheper]

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint filed: August 11, 2021
Trial date: Not Set

1 **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2 Plaintiff BERTHA RODRIGUEZ (“Plaintiff”), individually and in her capacity as a
3 representative of the State of California on behalf of other allegedly aggrieved employees, and
4 Defendant OLS HOTELS AND RESORTS, LLC (“Defendant”), hereby enter into this Settlement
5 Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

6 **DEFINITIONS**

7 1. **“Action”** means and refers to *Rodriguez v. OLS Hotels and Resorts, LLC, et al.* Case
8 No. 21STCV29586, which is currently pending in the Los Angeles County Superior Court of the
9 State of California.

10 2. **“PAGA Settlement Members”** The PAGA Settlement Members (also referred to
11 herein as the “aggrieved employees”) included in the Settlement shall be all past and present non-
12 exempt hourly employees of Defendant in California at any time from August 6, 2020 through the
13 sooner of June 10, 2022 or the date the Court approves this Settlement (“Covered Period”).

14 3. **“Settled Claims”** This Settlement is a settlement of all PAGA claims identified in
15 Plaintiff’s PAGA notice letter, dated August 6, 2021 (“Settled Claims”).

16 4. The terms **“Agreement,” “Settlement,”** and **“Settlement Agreement”** mean this
17 Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth
18 all material terms and conditions of the Settlement between them, and which is subject to Court
19 approval pursuant to Section 2699(1) of the California Labor Code Private Attorneys General Act
20 of 2004, Labor Code §§ 2698, *et seq.*

21 5. **“Court”** means the California Superior Court, County of Los Angeles.

22 6. **“Defendant”** means OLS HOTELS AND RESORTS, LLC.

23 7. **“Effective Date”** The Effective Date of this Agreement shall be the date the Court
24 enters an order approving this Agreement.

25 8. **“PAGA Period”** shall mean August 6, 2020 to the sooner of June 10, 2022 or the
26 date the settlement is approved by the Court.

27 9. **“Gross Settlement Amount”** means a maximum total of \$270,000.00, which
28 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;

1 Settlement Administration Costs; Plaintiff's service payment; and PAGA Counsel Attorneys' Fees
2 and Costs as awarded by the Court.

3 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
4 Development Agency in an amount equal to 75% of the Net Settlement Amount.

5 11. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
6 Counsel's Attorneys' Fees and Costs, (2) Settlement Administration Costs, and (3) Plaintiff's
7 service payment.

8 12. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
9 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
10 with the settlement of the PAGA Claim.

11 13. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
12 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
13 the Action and stated in Plaintiff's March 8, 2021 notice letter to the LWDA.

14 14. **"PAGA Counsel"** means Moon & Yang, APC.

15 15. **"PAGA Period"** means March 8, 2020 to the date the settlement is approved by the
16 Court.

17 16. **"Released Claims"** means all claims for relief under PAGA, of whatever kind or
18 nature, whether known or unknown, arising during the Covered Period, based on the facts alleged
19 by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not limited to,
20 Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510,
21 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699,
22 and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under
23 PAGA.

24 17. **"Released Parties"** shall mean Defendant, and each of its respective current and
25 former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other
26 affiliates and related entities, and their current and former partners, officers, directors, employees,
27 attorneys, agents, and other related parties.

28 18. **"Representative Plaintiff"** means Plaintiff Bertha Rodriguez.

19. **“Settlement Administrator”** shall mean ILYM Group, Inc., a neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

20. On August 6, 2021, Plaintiff sent a PAGA Notice to the Labor Workforce and Development Agency (“LWDA”), with a copy to Defendant. On August 11, 2021, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of Los Angeles in a case styled *Rodriguez v. OLS Hotels and Resorts, LLC, et al.* Case No. 21STCV29586.

21. On November 1, 2021, Plaintiff filed a first amended complaint in the Action to the add the PAGA Claim. On December 27, 2021, the Court entered an order dismissing the class and individual allegations without prejudice so that Plaintiff could proceed under PAGA.

22. The PAGA Claims seek civil penalties and an award of reasonable attorneys' fees and costs.

23. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging data and information as well as documents relating to the underlying alleged violations. After attending a mediation with Hon. Carl West (Ret.) on May 10, 2022, the Parties entered into an agreement, formalized herein, which they believe is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the Representative Plaintiff and the Aggrieved Employees have against Defendant or any persons or companies affiliated with Defendant.

24. The Parties enter into this Settlement Agreement on a conditional basis. In the event the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose whatsoever.

25. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become final. This Settlement

1 Agreement reflects a compromise reached to end litigation.

2 26. The Parties stipulate and agree to the following terms of this Settlement Agreement
3 with the intent that this Agreement finally disposes of the Action with prejudice.

4 **TERMS AND CONDITIONS**

5 27. **Settlement Payments and Calculation of Claims.** The following table summarizes
6 the allocation of the Gross Settlement Amount:

7 **Gross Settlement Amount of \$270,000.00 Is Broken Down As Follows:**

- 8 • PAGA Counsel Attorneys' Fees not to exceed **35% (or \$94,500.66).**
- 9 • PAGA Counsel Costs not to exceed \$15,000.00.
- 10 • Settlement Administration Costs not to exceed \$15,000.00.
- 11 • Service Award to the Plaintiff for \$7,500.00
- 12 • Approximately \$138,000.00 for the Net Settlement Amount:
 - 13 ○ 25% of the Net Settlement Amount for the PAGA Aggrieved
14 Employee Payment (approximately \$34,500)
 - 15 ○ 75% of the Net Settlement Amount for the LWDA Payment
16 (approximately \$103,500.00)

17 28. Subject to final Court approval and the conditions specified in this Agreement, and
18 in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees
19 to pay the Gross Settlement Amount of \$270,000.00. The Gross Settlement Amount includes
20 payments to be made to PAGA Counsel's attorneys' fees and costs, LWDA Payment, Payment to
21 Plaintiff for the resolution of her individual claims, and Settlement Administration Costs.

22 29. Escalator Clause: The Parties agree that as of May 10, 2022, the number of pay
23 periods worked by PAGA Settlement Members is approximately 18,000. If it is determined that the
24 Covered Pay Periods worked exceeds 19,800 (18,000 plus 10% of 18,000), the Gross Settlement
25 Amount shall be increased by the percentage that the actual number of pay periods exceeds 19,800.

26 30. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall
27 be apportioned as follows:

28 a. **Settlement Administration Fees And Costs:** The fees and costs associated
with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross

1 Settlement Amount and are estimated not to exceed \$15,000.00. The Parties agree to use ILYM
2 Group, Inc. as the Settlement Administrator. Any unused portion of the settlement administration
3 fees shall be distributed to the aggrieved employees and LWDA on a pro-rata basis.

4 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
5 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
6 an amount that is up to 35% of the Gross Settlement Amount for attorneys' fees (\$94,500), plus
7 actual litigation costs), not to exceed \$15,000.00. Any unused portion of the attorneys' costs shall
8 be distributed to the aggrieved employees and LWDA on a pro-rata basis.

9 c. Service Award To Named Plaintiff: Subject to Court approval, Defendant
10 agrees to pay Plaintiff a Service Award of Seven Thousand Five Hundred Dollars (\$7,500.00) to be
11 paid from the Gross Settlement Amount, for her service as the PAGA representative and for the
12 release of her individual claims. Upon receipt of the service awards, Plaintiff will be deemed to have
13 fully released and discharged Defendant and the Released Parties from any and all claims, demands,
14 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
15 asserted against Defendant and the Released Parties arising out of, or relating to, Plaintiff's
16 employment with Defendant or termination thereof. This release is intended to have the broadest
17 possible effect under the law, and specifically includes any and all claims, demands, obligations
18 and/or causes of action for wages, damages, liquidated damages, benefits, fringes, equitable relief,
19 restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement)
20 relating to or in any way connected with the matters referred to herein, whether or not known or
21 suspected to exist, and whether or not specifically or particularly described herein. Specifically,
22 Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code
23 Section 1542, which provides:

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

1 **DEBTOR OR RELEASED PARTY.**

2 Defendant will not oppose Plaintiff's request for the Service Award. Plaintiff will be
3 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
4 owing on said amount. The Parties agree that a reduction by the Court of the requested Service
5 Award is not a basis for rendering the entire Settlement voidable or unenforceable.

6 d. Plaintiff's Release of Claims. Except as otherwise provided herein, in
7 exchange for the consideration described herein, Plaintiff, on her own behalf and on behalf of her
8 descendants, dependents, heirs, executors, administrators, agents, assigns, and successors
9 (collectively, "Plaintiff's Releasers"), hereby covenants not to sue and fully and unconditionally
10 forever release and discharge Defendant, their past, present, and future representatives, directors,
11 officers, employees, agents, attorneys, affiliates, members, and shareholders, as well as all parent
12 companies, affiliated companies, subsidiary companies, affiliates, clients, client facilities,
13 consultants, agents, attorneys, predecessors, assignors, and/or assigns (collectively, "Defendant's
14 Released Parties"), from and against any and all claims, causes of action, judgments, liens, demands,
15 damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not
16 limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively,
17 "Claims") that Plaintiff's Releasers now have, have had, or may hereafter have against Defendant's
18 Released Parties arising out of the Parties' relationship, the cessation of this relationship, including
19 but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation,
20 (ii) harassment, (iii) discrimination, (iv) retaliation, and (v) any Claims arising under the Title VII
21 of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act,
22 the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee
23 Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act,
24 the California Fair Employment and Housing Act, the California Family Rights Act, the California
25 Labor Code, and any other applicable state or federal law which took place prior to the Effective
26 Date. Except for any rights created by this agreement, this General Release is intended to be
27 interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any
28 forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid

1 penalties or premiums, liquidated damages, class or representative actions governing employment
2 (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional
3 infliction of emotional distress, harassment, discrimination, wrongful termination, negligence,
4 breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud,
5 negligent or intentional misrepresentation, negligent or intentional interference with contract or
6 prospective economic advantage, unfair business practices, defamation, libel, slander, personal
7 injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits,
8 claims under Labor Code section 132(a), violation of any provision of federal or state law governing
9 employment, and any claim for attorneys' fees or costs. All such claims are forever barred by this
10 Agreement. However, this release shall not apply to claims for workers' compensation benefits or
11 unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully
12 waive by this Agreement.

13 e. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
14 and Costs, Plaintiff's Service Award, and Settlement Administration Costs from the Gross
15 Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net
16 Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
17 Payment. The Net Settlement Amount of approximately \$138,000 shall be allocated 75% to the
18 LWDA Payment, which is estimated to total \$103,500.00. The remaining 25% of the Net Settlement
19 Amount, estimated to total \$34,500.00, shall be allocated to the PAGA Aggrieved Employee
20 Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be
21 referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

22 f. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
23 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
24 Form 1099.

25 31. **Release By PAGA Members**

26 a. PAGA Members Limited Release. Each PAGA Member (including Plaintiff)
27 shall, for the Covered Period, fully release and forever discharge Defendant from any and all claims
28 for PAGA penalties that were asserted pursuant to Labor Code Section 2699 for civil penalties

(excluding wages) in Plaintiff's PAGA Notice, submitted on August 6, 2021.

b. No Claims Based On Agreement. No Aggrieved Employee will have any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

32. **Settlement Funding**

Subject to Court approval of the Settlement, payment shall be made to the administrator within 14 days of Court approval (assuming that the LWDA has not intervened or indicated in anyway that it intends to intervene in the settlement). If the LWDA has intervened, or indicated that it may intervene, payment will be due 14 days after any such intervention is resolved, or the LWDA indicates that it is no longer going to intervene in the Action.

33. **PAGA List.**

Within 10 days after the Effective Date, Defendant will compile a PAGA Member list containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as a PAGA Member during the Covered Period; and (4) social security number. The PAGA Members shall receive a pro rata share of the 25 percent of the PAGA Penalties Payment allocated to PAGA Members, which will be calculated using a ratio of (a) the number of pay periods worked by the PAGA Member during the Covered Period to (b) the total number of pay periods worked by all PAGA Members during the Covered Period.

34. **List Of Individual Settlement Amounts.**

Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendant's counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social security numbers or contact information.

35. **PAGA Payments to Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement

1 Notice in English and Spanish, attached as Exhibit A to this Agreement and (b) their Individual
2 PAGA Payment (collectively, the “**PAGA Packet**”).

3 b. Prior to mailing, the Settlement Administrator will update all addresses using
4 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
5 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
6 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
7 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
8 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
9 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
10 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
11 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

12 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
13 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
14 check is not cashed within that period, the settlement payment check will be voided and a stop-
15 payment will be issued. Neither Defendant, Defendant’s counsel, Plaintiff, nor PAGA Counsel will
16 have any liability for lost or stolen settlement payment checks, forged signatures on settlement
17 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
18 settlement payment check within the 180 day period.

19 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
20 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
21 transmitted to California State Controller’s Office for Unclaimed Property in the name of each
22 Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

23 36. **Payments Of Attorneys’ Fees And Costs, and the LWDA Settlement Payment.**

24 a. On the Payment Date, the Settlement Administrator will pay from the Gross
25 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs.

26 b. On the Payment Date, the Settlement Administrator will pay the LWDA
27 Payment from the Net Settlement Amount by issuing a check payable to “California Labor
28 Workforce and Development Agency.”

1 37. **Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
3 the deadline will be automatically extended to the next regular business day. Unless specified
4 otherwise, all references to “days” shall mean calendar days.

5 38. **Enforcement and Continuing Jurisdiction of the Court.**

6 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
7 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
8 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
9 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
10 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
11 and all matters provided for in it, and to interpret it.

12 39. **Mutual Full Cooperation.**

13 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
14 Agreement, including, but not limited to, execution of such documents and taking such other action
15 as may be reasonably necessary or convenient to implement it.

16 40. **Non-Admission Of Liability.**

17 The Parties enter into this Agreement to resolve the dispute that has arisen between them
18 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
19 Defendant does not admit, and specifically denies, that it has violated any federal, state, or local
20 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
21 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
23 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
24 with it, shall be construed as an admission or concession by Defendant of any such violations or
25 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
26 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
27 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
28 or to establish the existence of any condition constituting a violation of, or a non-compliance with,

1 federal, state, local or other applicable law.

2 41. **Effective Date Of Defendant's Obligations Under This Agreement.**

3 Defendant's obligations under this Settlement Agreement will become final and effective
4 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
5 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
6 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
7 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
8 or construed by or against any Party as a determination, admission, or concession of any issue of
9 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
10 respective rights regarding the prosecution and defense of the Action, including all available
11 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
12 existed.

13 42. **Nullification.**

14 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
15 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
16 or declared or rendered void as to any material term as defined above, then (a) the Settlement
17 Agreement shall become null and void; (b) the Parties will revert to their respective positions
18 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
19 Settlement Administration Costs.

20 43. **Invalidation.**

21 Invalidation of any material term of this Settlement Agreement will invalidate this
22 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
23 provisions will remain in full force and effect.

24 44. **Entire Agreement.**

25 This Settlement Agreement constitutes the entire integrated agreement between the Parties
26 relating to the Action, and no oral representations, warranties, or inducements have been made to
27 any party concerning this Settlement Agreement other than the representations, warranties, and
28 covenants contained and memorialized in this Settlement Agreement.

1 45. **Authorization To Act.**

2 PAGA Counsel warrants and represents that they are authorized by the Representative
3 Plaintiff, and counsel of record for Defendant warrants that it is authorized by Defendant, to take all
4 appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
5 Agreement to effectuate its terms, and to execute any other documents required to effectuate the
6 terms of this Settlement Agreement, except for any documents, including but not limited to this
7 Settlement Agreement, that are required to be executed by the Parties.

8 46. **Modification Only In Writing.**

9 This Settlement Agreement may be amended or modified only by a written instrument signed
10 by all Parties or their successors in interest.

11 47. **Binding On Successors.**

12 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
13 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
14 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
15 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
16 affiliated entities.

17 48. **No Prior Assignments.**

18 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
19 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
20 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
21 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

22 49. **Governing Law.**

23 All terms of this Settlement Agreement will be governed by and interpreted according to the
24 laws of the State of California, without giving effect to conflicts of laws principles.

25 50. **Counterparts.**

26 This Settlement Agreement may be executed in one or more counterparts. All executed
27 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
28 Parties will exchange among themselves signed counterparts.

1 51. **Headings For Convenience Only.**

2 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
3 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

4 52. **Construction Of This Agreement.**

5 The Parties agree that the terms and conditions of this Settlement Agreement are the result
6 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
7 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
8 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
9 entire agreement between the Parties. Except as expressly provided in this Agreement, this
10 Settlement Agreement has not been executed in reliance upon any other oral or written
11 representations or terms and no such extrinsic oral or written representations or terms will modify,
12 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
13 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
14 Procedure section 1856(a), which provide that a written agreement is to be construed according to
15 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
16 and Defendant had available to it the advice and assistance of independent counsel. As such, neither
17 Representative Plaintiff nor Defendant may claim that any ambiguity in this Settlement Agreement
18 should be construed against the other.

19 53. **Corporate Signatories.**

20 Any person executing this Settlement Agreement or any related document on behalf of a
21 corporate signatory warrants and promises for the benefit of all Parties that such person has been
22 duly authorized by such corporation to execute this Settlement Agreement or any related document.

23 54. **Representation By Counsel.**

24 All of the Parties hereto acknowledge that they have been represented by counsel throughout
25 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
26 has been executed with the consent and advice of counsel.

27 55. **Attorneys' Fees And Costs.**

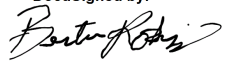
28 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their

own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IT IS SO AGREED:

Dated: 5/13/2022

PLAINTIFF BERTHA RODRIGUEZ

DocuSigned by:

8B7CA7CB85C04E1...

Bertha Rodriguez

Dated: _____

DEFENDANT OLS HOTELS AND
RESORTS, LLC

By: _____
Its: _____

APPROVED AS TO FORM ONLY:

Dated: May 13, 2022

MOON & YANG, APC


Allen Feghali
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

LEWIS BRISOBOIS BISGAARD & SMITH,
LLP

Joshua Carlon

Attorneys for Defendant
OLS Hotels and Resorts, LLC

own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IT IS SO AGREED:

Dated: _____

PLAINTIFF BERTHA RODRIGUEZ

Bertha Rodriguez

Dated: 05/18/2022

DEFENDANT OLS HOTELS AND
RESORTS, LLC

By: 
Its: EVP/COO

APPROVED AS TO FORM ONLY:

Dated: _____

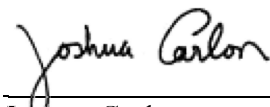
MOON & YANG, APC

Allen Feghali
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: May 19, 2022

LEWIS BRISOBOIS BISGAARD & SMITH,
LLP



Joshua Carlon

Attorneys for Defendant
OLS Hotels and Resorts, LLC

EXHIBIT A

[CLAIMS ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

Re: Rodriguez v. OLS Hotels and Resorts, LLC, et al. Case No. 21STCV29586 filed on August 11, 2021 (the "Lawsuit")

[claims admin info]

You have received the enclosed check in connection with the Settlement of the above-referenced lawsuit brought by a former employee Bertha Rodriguez ("Plaintiff") against OLS HOTELS AND RESORTS, LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA").

Plaintiff claimed she and other non-exempt employees of Defendant employed anytime from August 6, 2020 through [DATE] were subjected to various Labor Code violations.

Defendant denies all allegations and liability, but to avoid further time and expense of protracted and uncertain litigation, Defendant and Plaintiff have agreed to settle the lawsuit for civil penalties. The settlement, approved by the Court on [DATE], resolves the alleged claims brought on behalf of all past and present non-exempt hourly employees of Defendant who worked in California at any time from August 6, 2020 and [DATE] ("PAGA Group").

Pursuant to the Court's Order, a payment of \$270,000.00 was approved in settlement of this lawsuit. Upon the date of entry of that Order approving this Settlement, and payment of all funds due under this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims defined as all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3, 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA. The release does not extend to any individual claims.

After accounting for Plaintiff's Counsel's attorneys' fees of \$94,500.00 and reimbursement of litigation costs of \$ [REDACTED], settlement administration costs of \$ [REDACTED], and \$7,500.00 as a service award and individual settlement Plaintiff, the remaining sum called the "PAGA Payment" will be divided pursuant to California law as follows: \$ [REDACTED] (75%) to the State of California Labor Workforce Development Agency and \$ [REDACTED] (25%) to all PAGA Group employees to be shared on a proportionate basis. The enclosed check represents your share based upon the number of Pay Periods you worked any time during the period from August 6, 2020 and [DATE] ("PAGA Period"). An IRS 1099 form is enclosed. You will be solely responsible for paying federal, state, or local taxes, if any, on the amount of your check.

Regardless of whether you negotiate the enclosed check, by way of this Settlement and the corresponding Final Order, for the PAGA Period, each PAGA Settlement Employee shall fully release Defendant for all claims for civil penalties under PAGA as alleged in the LWDA Letter and Plaintiff's Operative Complaint filed in this Action or reasonably could have been asserted under Labor Code § 2698 et seq. based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint filed in this Matter.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately.*** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling. **Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately, [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact the [insert administrator information].

EXHIBIT 3

Activities Export

05/19/2022
2:23 PM

Date	▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/19/2022		\$	Berger Consulting ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	1,387.50	-	1,387.50
04/07/2022		\$	Case Anywhere ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	138.00	-	138.00
02/14/2022		\$	Journal ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	7.26	-	7.26
02/09/2022		\$	Journal ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	7.26	-	7.26
01/11/2022		\$	Mediation fee (p) ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	7,950.00	-	7,950.00
01/05/2022		\$	Case Anywhere ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	120.00	-	120.00
11/15/2021		\$	Ace ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	43.50	-	43.50
11/08/2021		\$	Journal ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	27.81	-	27.81
11/08/2021		\$	Journal ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	7.26	-	7.26
								\$0.00 0.0h	\$12,114.10 0.0h

Activities Export

Date	▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/21/2021		\$	Journal ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	7.26	-	7.26
10/11/2021		\$	Ace ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	10.75	-	10.75
08/31/2021		\$	Ace ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	147.50	-	147.50
08/20/2021		\$	LWDA ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	75.00	-	75.00
08/10/2021		\$	Admin fee ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	750.00	-	750.00
08/10/2021		\$	Complaint fee ● Unbilled	01311-Rodriguez Rodriguez v. OLS Hotels & Resorts (ED)	Seung Yang	1.00	1,435.00	-	1,435.00
								\$0.00 0.0h	\$12,114.10 0.0h

EXHIBIT 4

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Rodriguez v. OLS Hotels

Thursday, May 12, 2022

Requesting Attorneys Name:

Allen Feghali

E-Mail:

allen.feghali@moonyanglaw.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroup.com

Contact Number:

949.690.2564

Assumptions: PAGA Settlement

ASSUMPTIONS

Total Number of Aggrieved Employees	757
Toll-Free Telephone Support	Yes
Certified Spanish Translation	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	6	\$900.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Toll Free Phone Support	Flat Rate	\$171.75	1	\$171.75
NCOA	Flat Rate	\$125.00	1	\$125.00
Certified Spanish Translation	Flat Rate	\$750.00	1	\$750.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$2,546.75

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*

Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Fulfillment of Notice & Check - (including 1099)	Per Check	\$1.50	757	\$1,135.50
USPS First Class 1oz Postage	Per Piece	\$0.55	757	\$416.35
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	76	\$151.40
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$5,828.25

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Process Unclaimed Funds to State Controller	Flat Rate	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,625.00

Will Not Exceed: \$10,000.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On May 31, 2022, I served the foregoing document described as:

8 **STIPULATION OF SETTLEMENT AND [PROPOSED] ORDER APPROVING**
9 **SETTLEMENT OF PLAINTIFF'S CLAIMS FOR CIVIL PENALTIES UNDER PAGA**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Jeffrey S. Ranen
13 Joshua D. Carlon
14 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
15 633 West 5th Street, Suite 4000
16 Los Angeles, California 90071
17 Jeffrey.Ranen@lewisbrisbois.com
18 Joshua.Carlon@lewisbrisbois.com
19 **Telephone: 213.250.1800**
20 **Facsimile: 213.250.7900**

21 *Attorneys for Defendant OLS Hotels & Resorts, LLC*

22 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
23 accept electronic service, I caused the documents to be sent to the persons at the
24 electronic service addresses listed above via third-party cloud service
25 **CASEANYWHERE.**

26 X (State) I declare under penalty of perjury under the laws of the State of
27 California that the above is true and correct.

28 Executed on May 31, 2022, at Los Angeles, California.

Janelle Jickain

Name

Signature