

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 400
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Guadalupe Medina Lopez,
individually, and on behalf of all other similarly situated employees

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

GUADALUPE MEDINA LOPEZ, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

ATRIUM HOSPITALITY LP, a California
corporation, ATRIUM HOTELS
MANAGEMENT, LLC, a California
corporation, and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2022-01245971-CU-OE-CXC

*Assigned for all purposes to the
Hon. Layne H. Melzer, Dept. CX102*

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: July 3, 2025

Hearing Time: 2:00 p.m.

Department: CX104

Reservation ID: 74525349

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Guadalupe Medina Lopez (referred
3 to herein as “Plaintiff”). I have personal knowledge of everything stated below and could and
4 would competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiff’s motion for preliminary approval of class
6 action settlement. A true and correct copy of the fully executed Stipulation for Class Action
7 Settlement is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Guadalupe Medina Lopez (“Ms. Lopez”) and
9 determined she was a suitable plaintiff based upon her experience of being subjected to
10 Defendants’ purported Labor Code violations and her concern to hold the Defendants
11 accountable for any alleged liability for such violations. By initiating this lawsuit against a
12 former employer, Ms. Lopez has subjected herself to reputational risk. Throughout the course of
13 this litigation, Ms. Lopez assisted this office in preparing the complaint. Ms. Lopez also made
14 herself available on an “on call” basis to answer any questions regarding the case and approve
15 any settlement. Ms. Lopez also continuously provided my office with updated information
16 concerning the Defendants’ business operations.

17 4. On February 10, 2022, Guadalupe Medina Lopez filed claims alleging violations
18 regarding: (1) failure to pay timely wages; (2) unlawful receipt of wages; (3) failure to provide
19 meal breaks; (4) failure to provide rest periods; (5) failure to provide and maintain accurate
20 itemized wage statements and maintain records; (6) failure to pay timely wages upon
21 termination; (7) failure to pay for necessary business expenses; and (8) unlawful business
22 practices

23 5. On April 1, 2022, Guadalupe Medina Lopez filed a First Amended Complaint adding
24 additional claims regarding: (9) failure to provide minimum wages; (10) failure to provide
25 overtime wages; and (11) violation of the California Private Attorneys General Act.
26
27
28

1 6. During each phase of discovery, Plaintiff's counsel engaged in detailed case analysis
2 based on the information revealed. Calculations were performed, as well as an analysis of the
3 risks and rewards of continued litigation.

4 7. Plaintiff served formal discovery on Defendant. The parties continued to engage in
5 discovery and ultimately agreed to exchange informal discovery in preparation for a mediation.
6 After the parties negotiated the scope of informal discovery, the parties agreed to engage
7 mediator Todd A. Smith, Esq. Before mediation, it was agreed that Defendants produce a
8 sampling of the payroll records for the class, handbooks, relevant wage and hour policies and
9 pay data for the class. After Defendants produced the requested sampling and documentation,
10 the wage and hour policies and payroll data was reviewed and allowed the party to analyze the
11 purported violations of the Defendants. This information allowed Plaintiff to evaluate the claims
12 in preparation for mediation. The parties engaged in a full day mediation on June 8, 2022 with
13 Todd A. Smith, Esq. that ultimately resulted in months of ongoing negotiations which ultimately
14 resulted in a settlement through a mediator's proposal. Thereafter, the parties continued to
15 negotiate the terms of the long form settlement agreement and eventually executed a long form
16 settlement agreement. Plaintiff also took into account the uncertainty and risk of the outcome of
17 further litigation, and the difficulty and delays inherent in such litigation. Plaintiff and Counsels
18 also considered the burdens of proof necessary to establish liability of the claims asserted in the
19 case, both generally and in response to Defendants' defenses, and the difficulties in establishing
20 penalties, and other relief sought in the case, particularly where, as here, Plaintiff may face
21 difficulty obtaining the cooperation of class members and PAGA Members who are current
22 employees, given their likely reluctance to aid in the prosecution of a lawsuit against their
23 employer. Based on the foregoing, Plaintiff and PAGA Counsels determined that the Settlement
24 set forth in the Agreement is fair, adequate, and reasonable and is in the best interests of the class
25 and PAGA Members.
26
27
28

1 8. Throughout the litigation, my office performed a thorough investigation into the claims at
2 issue, which included: (1) determining Plaintiff's suitability as a class representative, background
3 investigations, and analyses of his employment files and related records; (2) evaluating all of
4 Plaintiff's potential representative claims; (3) researching similar class claims and PAGA actions
5 as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
6 sample of employees' time and wage records; (5) reviewing Defendant's employment policies
7 and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and
8 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and
9 (9) participating in the mediation.

10 9. By engaging in an investigation and evaluation of Plaintiff's claims, I can opine that the
11 Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
12 reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and
13 circumstances, including the risk of significant delay and uncertainty associated with litigation,
14 and various defenses asserted by Defendants. Based upon review of the payroll documents,
15 below is the analysis of the alleged Labor Code violations segmented by way of factual
16 predicates to support Labor Code violations.

17 10. Based on the information and evidence provided by Defendant in discovery, the analysis
18 of the payroll data, and my own independent investigation, I determined an appropriate range of
19 recovery for settlement purposes by offsetting Defendants' maximum theoretical exposure by:
20 (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class
21 certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA
22 trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive
23 motions that Defendant will bring before trial (*e.g.*, motion to strike class and representative
24 allegations, motion to decertify a class action, and/or motions for summary judgment), which
25 may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims;
26 (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find
27 Defendant did not willfully refuse to pay discharged or terminated employees (*i.e.*, a good faith
28

1 failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not
2 willfully and intentionally refuse to comply (*i.e.*, a good faith failure) with the wage statement
3 requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its
4 discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in
5 payment to class members due to years of protracted litigation in certifying a class, obtaining a
6 favorable verdict at trial, upholding that verdict on appeal, and administering class notice and
7 payments to the class at that later stage instead of now; (x) the chances of a favorable verdict
8 being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment
9 (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate
10 value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at
11 \$852,223.50 after applying a 50% probability on loss on the merits discounts to the damages
12 claims.

13 11. The evaluation determined there to be approximately 12,982 workweeks. Based upon the
14 evaluation, the following is a table of potential damages:

15 **Meal and Rest Periods**

16 12. Plaintiff alleges that Defendants understaffed shifts and scheduled meal periods such that
17 employees did not take their meal periods within the first five hours of a shift, were less than
18 thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff
19 alleges employees were not authorized to take rest periods due to understaffing.

20 13. Although Defendants’ time records may create a rebuttable presumption that it did not
21 provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue*
22 *v. AMN Services, LLC*, 11 Cal. 5th 58 (2021), the claims are likely overwhelmed by individual
23 inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential
24 value of the claims.

25 14. Furthermore, in opposition to any motion for class certification, it is anticipated that
26 Defendants will present declarations from dozens of employees attesting to Defendants’ lawful
27
28

1 meal and rest period policies and practices, and how employees personally chose to skip, delay
2 or shorten breaks on their own without any influence from Defendant.

3 15. Therefore, based on the foregoing and the “Discounted Factors” described above, these
4 claims should be discounted. After taking into account the foregoing considerations and the
5 Discount Factors, I have assessed the combined value of the meal and rest period claims at
6 between \$0 and \$280,112 reasonable range of liability * 50% probability of prevailing on
7 claims) equating to \$140,056.

8 9 **Minimum Wage and Overtime Claim**

10 16. The theory regarding Plaintiff’s owed wage claims amounted to \$350,140 was based
11 upon Plaintiff’s failure to pay wages claims. After taking into account the foregoing
12 considerations and the Discount Factors, I have assessed the combined value of the unpaid wage
13 claims, at between \$0 and \$350,140 reasonable range of liability * 50% probability of prevailing
14 on claims) equating to \$175,070.

15 17. In this case, damages may be difficult or prove-up given the lack of documentation to
16 show off-the-clock work as well as to demonstrate at trial for purposes of finding class-wide
17 liability and damages. As with the preceding claims, we discounted the value of the wage claims
18 to account for the risks of continued litigation and Defendant’s affirmative defenses.

19 18. For example, Defendants will simply argue that Plaintiff will not be able to present any
20 evidence that an unlawful policy was actually implemented for all class members.

21 19. However, based on certain Discount Factors (*i.e.*, lack of common evidence such as time
22 records or confirmation of hours worked/trained), the lack of documentary evidence, and
23 Defendants’ ability to garner numerous declarations in support of its defense to this claim creates
24 uncertainty.

1 **Wage Statement Claim**

2 20. Plaintiff alleges that Defendants failed to provide Plaintiff with timely and accurate wage
3 statements as a result of failing to record all hours worked for off-the-clock work. Plaintiff also
4 allege as a derivative claim of the foregoing allegations for failure to provide wages, breaks and
5 pay for all hours worked. Plaintiff also alleges Labor Code section 226 damages. Plaintiff
6 alleges that Defendants failed to provide Plaintiffs with timely and accurate wage statements as a
7 derivative claim of the foregoing allegations for failure to provide wages, breaks and pay for all
8 hours worked.

9 21. Defendants provided wage statements with the itemized information, as required under
10 Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the
11 extent this claim is derivative of the claims set forth above - that Plaintiffs wage statements were
12 not accurate because Plaintiff was not paid an additional hour of pay when they were not
13 provided meal and rest periods, not paid for all hours worked, and not properly compensated for
14 all overtime premium pay - the claim bears the same risk for failure as the factual reasons
15 discussed above.

16 22. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
17 excess hours worked in one pay period onto the next pay period.

18 23. Furthermore, to award statutory penalties under section 226(e), Defendants will argue
19 that Plaintiffs would have had to show that Defendants knowingly and intentionally issued wage
20 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code
21 § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-43 (2011); *see also Elliot v.*
22 *Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180-81 (2008).]

23 24. Dating back one year prior to the filing of the complaint are inaccurate, then the
24 Defendants are liable for approximately \$286,450 for Labor Code sections 226(a) violations. A
25 further discount of 50% was applied to account for risk of loss of the entire claim at trial or trial
26 reduction based upon discretionary grounds under PAGA ultimately providing to a realistic
27 range of recovery for the wage statement claim combined in the amount of \$143,225.

1
2 **Waiting Time Penalties**

3 25. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided
4 when meal or rest breaks were not provided, and that workers were not paid all wages and/or
5 premium wages. Plaintiff assessed the settlement value of the wage time penalty claim at
6 \$141,120. Additionally, a further discount of 50% was applied to account for risk of loss of the
7 entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately
8 providing to a realistic range of recovery in the amount of \$70,560.
9

10 **2802 Business Reimbursement Claims**

11 26. Plaintiffs alleged aggrieved employees and class members were subjected to California
12 Labor Code section 2802 violations for failure to reimburse class members and aggrieved
13 employees. It was estimated that 2802 damages amounted to \$62,525.00. A discount of 50%
14 was applied to account for risk of loss of the entire claim at trial or trial reduction based upon
15 discretionary grounds under PAGA ultimately providing to a realistic range of recovery for meal
16 break claim and rest break claim combined in the amount of \$31,262.50.
17

18 **Private Attorney General Act Claims Evaluation**

19 **Total PAGA Exposure:**

20 27. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
21 penalties "based on the facts and circumstances of a particular case" when "to do otherwise
22 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab.
23 Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether
24 the employees suffered actual injury from the violations, whether the defendant was aware of the
25 violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*,
26 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); see
27 also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
28

No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or 0.21% of the maximum—and stated that this reduction was warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’ “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

28. Here, the total realistic PAGA penalties incorporating discounts is estimated at \$292,050 in civil penalties that are already included in the exposure analysis. Considering the issues, class claims, defenses, and the risks of reduction, a \$10,000 settlement for a release of PAGA penalties while Defendant pays more than \$150,000 in total value—is a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action settlements, courts have approved settlements where no allocation was made to PAGA

1 claims. (*see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did
2 not abuse its discretion in approving a settlement which does not allocate any damages to the
3 PAGA claims.”)).

4 5 **Unlawful Business Practices Claims**

6 29. Plaintiff alleged herself, aggrieved employees and class members were subjected to
7 unlawful business practices for the alleged labor code violations of Defendant. (*See* Cal. Bus.
8 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
9 extend any statute of limitations claims for the wage and hour claims. The value of this claim is
10 incorporated into the value of the wage and hour claims.

11 30. On June 8, 2023, the Parties participated in a full-day mediation with Todd A. Smith,
12 Esq. who is a premier wage and hour class action mediator. After several rounds of negotiations,
13 the parties were not able to resolve this case into the afternoon. As a result of the impasse, Todd
14 A. Smith, Esq. configured a mediator’s proposal that was ultimately accepted by all parties after
15 months of ongoing negotiations. Plaintiff made herself available for the entire duration of the
16 mediation providing necessary information in order to engage in effective negotiations.

17 31. I have been a California licensed attorney since November 2011. I began my career in
18 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
19 Resolution Corporation (“PLDRC”) handling employment-related litigation matters. While
20 clerking for PLDRC, I analyzed and organized discovery documents and researched employment
21 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
22 worked as an associate attorney at Pedersen McQueen between March 2013 through January
23 2017, almost exclusively engaging in employment matters representing employees. I have
24 litigated several wage and hour cases to trial and am currently litigating or have litigated cases
25 valued in the six and seven figure dollar range, including representative actions. I had primary
26 responsibility for approximately 20 litigation matters on average throughout my employment at
27
28

1 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
2 sometimes Federal court. As an associate, my responsibilities included carrying primary case
3 responsibility which includes tasks like taking depositions, conducting damages analysis,
4 analyzing discovery documents, conducting client intake, developing discovery and litigation
5 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
6 preparation and trial work, as well as other responsibilities that commonly coincide with
7 managing cases from start to finish. I have been a member of local bar associations, including
8 the Orange County Bar Association, as well as the State Bar of California and American Bar
9 Association and served in a number of leadership roles at all levels. Most notably, I served as a
10 Committee Member of the Orange County Bar Association Young Lawyers' Education
11 Committee and Social Committee.

12
13 32. In January 2017, I officially started my own practice, Jackson APC. Throughout my
14 career, I have currently litigated approximately 100 Private Attorneys General Act cases and/or
15 class action cases to resolution by way of settlement or trial. Over the course of my career, I
16 have litigated above 150 employment cases, including wage and hour representative actions to
17 resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit
18 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
19 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
20 avoiding the risk, delay, and uncertainty of continued litigation.

21 33. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorneys
22 General Act notice sent to Defendant on January 18, 2022.

23 34. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's Amended Private
24 Attorneys General Act notice sent to Defendant on November 12, 2024.

25 35. On April 2, 2025, my office submitted a true and correct copy of the operative fully
26 executed Stipulation for Class Action Settlement for this matter to the California Labor and
27
28

1 Workforce Development Agency and the moving papers filed concurrently herewith as stated on
2 the proof of service.

3 36. To date, the California Labor and Workforce Development Agency has not responded.

4 37. Jackson APC advanced 100% of all costs for this matter.

5 38. Below is a list of prior wage and hour representative actions on which I have served as
6 lead or co-counsel.

7 1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015

8 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
9 Case No. 37-2017-00003415-CU-OE-CTL

10 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
11 WT-CLT

12 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
13 Case No. 30-2017-00899277-CU-OE-CXC

14 5. *Sanchez, et al v. Pueblo Restaurant, InL. dba Casa Torres*, Los Angeles Superior
15 Court, Case No. BC697241

16 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
17 Case No. CIVDS1610431

18 7. *Mendoza v. McNeal, Duckworth and McNeal, InL.*, Orange County Superior Court,
19 Case No. 30-2017-00899290-CU-OE-CXC

20 8. *Ortiz v. Bayside Insurance Associates, InL. et al*, Orange County Superior Court, Case
21 No. 30-2016-00895669-CU-OE-CXC

22 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
23 BC609306

24 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
25 Superior Court, Case No. BC691018
26
27
28

- 1 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
2 Case No. BC715217
- 3 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
4 30-2016-00854699-CU-OE-CXC
- 5 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
6 Case No. 30-2018-00989673-CU-OE-CXC
- 7 14. *Mr. Ruiz v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
8 No. 30-2016-00840385-CU-OE-CJC
- 9 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,
10 Case No. 30-2018-00978231-CU-WT-CJC
- 11 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
12 Case No. 30-2017-00900653-CU-OE-CJC
- 13 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,
14 Case No. BC635918
- 15 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior
16 Court, Case No. BC674131
- 17 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
18 Case No. 30-2016-00840321-CU-OE-CJC
- 19 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.
20 BC617880
- 21 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
22 No. 30-2016-00840386-CU-OE-CJC
- 23 22. *Darmawati v. Westview Services InI.*, Orange County Superior Court, Case No. 30-
24 2015-00795449-CU-OE-CJC
- 25 23. *Escobar v. Westcoast Textiles, InI. et al*, Orange County Superior Court,
26 Case No. 30-2018-00979111-CU-OE-CXC
- 27
28

- 1 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
2 No. 30-2017-00900648-CU-OE-CXC
- 3 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
4 No. 8:19-cv-00564
- 5 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
6 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 7 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
8 Case No. 30-2016-00877489-CU-OE-CXC
- 9 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
10 Case No. 30-2018-00978815-CU-OE-CXC
- 11 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
12 BC653817
- 13 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
14 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 15 31. *Santisteban v. Rod Fraser Enterprises, Inl. et al*, Orange County Superior Court,
16 Case No. 30-2017-00904202-CU-OE-CXC
- 17 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
18 Case No. 30-2018-00966582-CU-WT-CXC
- 19 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 20 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
21 Case No. BC710735
- 22 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
23 Case No. 30-2015-00795457-CU-OE-CJC
- 24 36. *Juarez v. Arakelian Enterprises, Inl., et al*, Los Angeles Superior Court,
25 Case No. BC710736
- 26 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
27
28

Case No. 30-2018-00981299-CU-OE-CXC

38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
Case No. BC722778

39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
No. 30-2018-00982745-CU-OE-CXC

40. *Magana v. Zara USA, InI., et al*, Orange County Superior Court,
Case No. 8:18-cv-02249-AG (ADSx)

41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
Case No. 30-2018-00971152-CU-WT-CJC

42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,
Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
OE-CJC

44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
Case No. BC646999

I declare under the penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on this 2nd day of April 2025 in Irvine, California.

/s/ Armond M. Jackson

Armond M. Jackson, Declarant

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class Action Settlement Agreement ("Agreement") is made by and between Guadalupe Medina Lopez, individually and on behalf of all others similarly situated ("Plaintiff"), and Defendant Golden Hotels Limited Partnership dba Atrium Hotel (hereinafter, "Golden Hotels" or "Defendant(s)"). The Agreement refers to Plaintiff and Golden Hotels collectively as "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Golden Hotels captioned *Guadalupe Medina Lopez v. Atrium Hospitality LP, et al.*; Case No. 30-2022-01245971-CU-OE-CXC, pending in Orange County Superior Court.

1.2. "Administrator" means ILYM Group, Inc.

1.3. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid to be submitted to the Court. The Administration Expenses shall not exceed \$7,500, except for a showing of good cause and as approved by the Court.

1.4. "Class" or "Class Member(s)" means all individuals currently or formerly employed by Golden Hotels in California as hourly, non-exempt employees during the Class Period.

1.5. "Class Counsel" means Armond M. Jackson of Jackson APC.

1.6. "Class Counsel Attorneys' Fees" and "Class Counsel Litigation Costs" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. Class Counsel Attorneys' Fees shall be 33.33% of the Gross Settlement Amount in the amount of \$49,995 subject to court approval and Class Counsel Litigation Costs shall not exceed \$15,000.

1.7. "Class Data" means Class Member identifying information in Golden Hotels' possession including the Class Member's name, last-known mailing address, Social Security number, and dates of employment.

1.8. "Class Member Address Search" means the Administrator's search for Class Member mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9. "Class Notice" means the Notice of Class Action Settlement, attached as **Attachment A**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. "Class Period" means the period from February 10, 2018, through May 31, 2023.

- 1.11. "Class Representative" refers to Guadalupe Medina Lopez.
- 1.12. "Class Representative Service Payment(s)" means the payment to the Class Representative for initiating and providing services in support of the Action in an amount up to \$5,000, subject to Court approval.
- 1.13. "Court" means the Orange County Superior Court.
- 1.14. "Defendant" means Golden Hotels Limited Partnership dba Atrium Hotel.
- 1.15. "Defense Counsel" means captioned counsel of record from the law firm of O'Hagan Meyer LLP.
- 1.16. "Effective Date" means either (a) the date sixty (60) calendar days after the entry of Final Approval and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event of a motion for reconsideration, an appeal or other effort to obtain review of the Final Approval and Judgment, the date sixty (60) calendar days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.
- 1.17. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.19. "Gross Settlement Amount" means **\$150,000**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement, and which includes all Individual Class Payments, all Individual PAGA Payments, all Class Counsel Attorneys' Fees and Class Counsel Litigation Costs, the Class Representative Service Payment(s), the LWDA PAGA Payment, and the Administration Expenses. In no event will Defendant be liable for more than the Gross Settlement Amount, unless the escalator clause described in Paragraph 7 is triggered.
- 1.20. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.
- 1.21. "Individual PAGA Payment" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.22. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.23. "LWDA" means the California Labor Workforce and Development Agency.

1.24. "LWDA PAGA Payment" means the 75% share of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.25. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, the PAGA Payment (including the LWDA PAGA Payment), and the Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments and to PAGA Members as Individual PAGA Payments.

1.26. "Non-Participating Class Member" means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.27. "Operative Complaint" means the most recently filed class action complaint, including amended complaints, filed by Plaintiff.

1.28. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.29. "Parties" means Plaintiffs and Defendant, collectively, and "Party" means either Plaintiff or Defendant.

1.30. "PAGA" means California's Private Attorneys General Act of 2004.

1.31. "PAGA Members" means all Class Members who worked at any time during the PAGA Period.

1.32. "PAGA Period" means January 18, 2021, through May 31, 2023.

1.33. "PAGA Payment" means the sum of \$10,000, provided in exchange for a release of the PAGA claims addressed in this Settlement, which shall be allocated from the Gross Settlement Amount to pay all applicable penalties under PAGA. 75% of the total PAGA Payment shall be paid to the LWDA, with the remaining 25% to be included in the Net Settlement Amount.

1.34. "PAGA Pay Periods" means the number of pay periods worked by a PAGA Member for Defendant in California during the PAGA Period.

1.35. "PAGA Representative" means Plaintiff.

1.36. "Plaintiff" refers to Guadalupe Medina Lopez, who may also be referred to herein as the Class Representative.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Qualified Settlement Account" means a qualified settlement fund account established by the Settlement Administrator into which Defendant will make a one-time deposit for payment of all Court-approved and claimed amounts from the Gross Settlement Amount.

1.39. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full in Paragraphs 4.1 through 4.3 below.

1.40. “Released Parties” means: Defendant, and its former and present direct and/or indirect owners, dba’s, affiliates, predecessors, successors, all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, including without limitation, Golden Hotels Limited Partnership dba Atrium Hotel, and collectively, their respective former, current and future management companies, members, directors, officers, insurers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, employee benefit plans, beneficiaries, trustees and any entity claimed to be a joint employer with Defendant and/or joint and/or severally liable with Defendant and any other individual or entity which could be liable for any of the Released Claims.

1.41. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement.

1.42. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email, fax or mail Requests for Exclusion from the Settlement, or (b) email, fax or mail their Objection to the Settlement. Class Members to whom the Class Notice is resent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Golden Hotels for at least one day during the Class Period.

1.45. “Workweek Estimate” means, based on a review of Defendant’s records as of June 1, 2023, a total of 12,982 Workweeks worked by Class Members during the Class Period.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members and/or PAGA Members to submit any claim as a condition of payment. The Gross Settlement Amount is non-reversionary.

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

2.2.1. To Class Representative: The Class Representative Service Payment to the Class Representative, in addition to any Individual Class Payment and any

Individual PAGA Payment the Class Representative(s) may be entitled to receive under the terms of this Agreement. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and PAGA Members on a pro rata basis. The Administrator will pay the Class Representative Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Class Representative Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Class Representative Service Payment, at its discretion at the final approval stage.

2.2.2. To Class Counsel: Class Counsel Attorneys' Fees and Class Counsel Litigation Costs to Class Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed these amounts. If the Court approves a Class Counsel Attorneys' Fees and/or a Class Counsel Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Costs. The Administrator will pay the Class Counsel Attorneys' Fees and Class Counsel Expenses Payment using one or more IRS 1099 Forms. An award of less than the requested amount for the Class Counsel Attorneys' Fees or Class Counsel Litigation Costs will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Class Counsel Attorneys' Fees and Class Counsel Litigation Costs at its discretion at the final approval stage.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Approval of less than the requested amount for Administration Expenses will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Administration Expenses at its discretion at the final approval stage.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Actions under PAGA, 75% of which will be paid to the LWDA (i.e., the LWDA PAGA Payment) and the remaining 25% retained in the Net Settlement Amount for distribution to PAGA Members as penalties in exchange for a full and final release of PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval stage, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, which may be done only through written amendment fully executed by both Parties. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 forms.

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

2.2.6. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Class Data to Administrator. Not later than 10 days after the Court grants Preliminary Approval of the Settlement, Golden Hotels will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Golden Hotels has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3.2. Funding of Gross Settlement Amount. Golden Hotels shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator in installments as follows: (1) the first installment payment in the amount of Seventy-Five Thousand Dollars (\$75,000) no later than sixty (60) days after the Effective Date; and (2) the second installment payment in the amount of Seventy-Five Thousand Dollars (\$75,000) no later than ninety (90) days after the first installment payment.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Golden Hotels fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the Administration Expenses, the LWDA's portion of the PAGA Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and Class Representative Service Payment(s).

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

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

3.3.3. For any Class Member or PAGA Member whose Individual Class Payment or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Participating Class Member or PAGA Member, to the State of California's Unclaimed Property Division. Participating Class Members and/or PAGA Members whose Individual Class Payment or Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

3.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Golden Hotels to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement. Defendant shall fully discharge its obligations to Plaintiffs and the Participating Class Members and PAGA Members through remittance of the Gross Settlement Amount to the Administrator, regardless of whether the checks representing individual settlement awards are actually received and/or negotiated by Participating Class Members or PAGA Members. Once Defendant has remitted the full amount of the Gross Settlement Amount in accordance with this Settlement Agreement, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it under this Agreement, and shall have no further obligations under the terms of the Agreement, regardless of what occurs with respect to the further administration of the Settlement. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any Participating Class Member or PAGA Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Class Member or PAGA Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the individual settlement awards provided for in this Settlement are the sole payments to be made by Defendant to Participating Class Members and PAGA Members, and that the Participating Class Members and PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in

any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Golden Hotel's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Golden Hotel's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Golden Hotels fully funds the Gross Settlement Amount, the following releases of claims will take effect:

4.1. Class Representative's General Release. Class Representative and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Golden Hotels, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Class Representative executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act, 29 U.S.C. § 251 et seq. (2) all claims for failure to pay minimum or

overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Class Representative's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Class Representative acknowledges that they may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Class Representative's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Class Representative's Section 1542 Waiver. For purposes of Class Representative's General Release, Class Representative expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2. Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were or could have been asserted based on or arising out of the factual allegations in the Operative Complaint, including, without limitation, claims for: meal period violations, rest period violations, unpaid minimum and overtime wages, untimely payment of wages, wage statement violations, waiting time penalties, violations of the unfair competition laws, failure to pay all wages owed each payday, failure to maintain accurate records, civil penalties under the Private Attorneys General Act, California Business and Professions Code section 17200, et seq., the federal Fair Labor Standards Act ("FLSA," 29 U.S.C. section 201 et seq.); claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2698 et seq., and the Wage Orders promulgated thereunder; and claims for injunctive relief, punitive damages, penalties of any nature, interest, fees, and costs. As to federal claims arising under the FLSA that could have been pleaded based on the facts pleaded in the Operative Complaint, such claims shall not be released unless and until a Participating Class Member signs their settlement check, which will constitute consent to opt into the release of all FLSA claims that could have been pleaded based on the facts pleaded in the Operative Complaint. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

4.3. Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing penalties, interest, fees or costs against Released Parties for, the PAGA claims alleged in and/or arising out of the facts alleged in the Operative Complaint and/or Plaintiff's administrative exhaustion letter submitted to the LWDA on January 18, 2022, as well as the amended administrative exhaustion letter submitted to the LWDA on November 12, 2024, arising during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: unpaid meal period premiums, unpaid rest period premiums, unpaid minimum and overtime wages, untimely payment of wages, wage statement violations, waiting time penalties, failure to pay all wages owed each payday, failure to maintain accurate records, California Labor Code sections 201 to 203, 210, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1198, 2802, 6401, 6403, 2698 et seq., and the Wage Orders promulgated thereunder ("Released PAGA Claims"). The Released PAGA Claims will have a *res judicata* effect against the LWDA and/or any PAGA Member who makes a claim against any of the Released Parties for any of the claims or seeks to participate in any judgment or settlement of claims that are the subject of the Released PAGA Claims in any other representative action against any of the Released Parties.

5. MOTION FOR PRELIMINARY APPROVAL.

5.1. Preliminary Approval. Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Golden Hotels shall accept service of the Motion for Preliminary Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties' electronic service agreement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, provided, however, that the amounts of the Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, Administration Expense Payment, and Class Representative Service Payments may be determined by the Court, and the Court's determination on these amounts shall be final and binding.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this

Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Golden Hotels or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise

options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion must: (a) include case name and number; (b) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be signed by the Class Member; (e) be returned by fax, email or mail to the Administrator at the specified address and/or facsimile number; and (f) be postmarked, emailed or faxed on or before the Response Deadline.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

6.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Release by Participating Class Members paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.5.5. Any Class Member who does not affirmatively request exclusion from the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement. The entry of a final order approving the Settlement of this Action and Judgment which discharges Defendant and Released Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and bar Plaintiffs and Class Members who did not submit a timely and valid Request for Exclusion from bringing any actions or claims asserting the Released Claims.

6.5.6. The Parties agree that there is no statutory right for any PAGA member to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

6.5.7 Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

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

6.7. Objections to Settlement.

6.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.7.2. Participating Class Members may send written objections to the Administrator by email, fax or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

6.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to

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

6.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4. Workweek Challenges. The Administrator has the authority to address and make decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks.

6.8.5. Administrator’s Declaration. Not later than 20 court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. CLASS SIZE ESTIMATES AND ESCALATION CLAUSE. Based on its records, Golden Hotels has provided a Workweek Estimate of 12,982. In the event the total Workweeks set forth in the Workweek Estimate is incorrect by more than 10%, then, at Defendant’s option, the settlement will either (1) increase proportionately by the same percentage above 10% (for example, if the total Workweeks is in fact 11% higher than the Workweek Estimate, the Gross Settlement Amount will be increased by 1%), or (2) the Class Period will end when the number of workweeks equals 14,280.

8. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,

Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendant must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator notifies the Parties of a greater than ten percent (10%) opt-out rate.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Class Representatives will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment, which shall include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l) (collectively “Motion for Final Approval”). Class Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel’s review. Golden Hotels shall accept service of the Motion for Final Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties’ electronic service agreement.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.

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

9.4. Waiver of Right to Appeal. The Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals, or the right to appeal any court order that materially alters the Settlement Agreement’s terms.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall agree to

expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

9.6 Nullification of Settlement Agreement. In the event that the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order of judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning, and all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement has been neither entered into nor filed with the Court. Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to the Qualified Settlement Account, or any other party under the terms of this Agreement and all previous disbursements made from Defendant to the Qualified Settlement Account will immediately revert back to Defendant. Any Administration Expenses incurred will be split equally between the Parties.

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

11. TERMINATION OF SETTLEMENT. Either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order, the Final Approval Order or final judgment in substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not become final because of appellate court action. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days after receiving notice that one of the above enumerated events has occurred. Termination shall have the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and not Party shall be bound by any of its terms;
- b. In the event the Settlement is terminated, Defendant shall have no obligation to make any payments to any party, Class Member, PAGA Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the settlement has been terminated;
- c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order of class certification, shall be vacated;
- d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the settlement;
- e. Neither this Stipulated Settlement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters

associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve the right to prosecute and/or contest certification of any class for any reason, reserve all available claims and defenses in the Action, among reservation of all other relevant rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

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

12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement. Class Counsel and Defense counsel are also authorized to sign on behalf of their respective clients as to any nonmaterial changes to any amended settlement agreements.

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

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

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

12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Class Counsel and Defense Counsel, as their legal representatives.

12.9. Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. The Class Notice attached hereto as Exhibit A will advise all Class Members of the nature of the release, and the release shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

12.10. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

12.12. 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.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.16. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given

as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Jackson APC

Attn: Armond M. Jackson

2 Ventura Plaza, Ste. 240

Irvine, CA 92618

ajackson@jacksonapc.com

To Defendant:

O'Hagan Meyer LLP

Attn: Megan Childress

550 S Hope Street, Suite 2400

Los Angeles, CA 90071

mchildress@ohaganmeyer.com

12.17. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. 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 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

12.19 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; and either Party may appeal any court order that materially alters the Settlement Agreement's terms.

12.20. Waiver. No waiver of any condition or covenant contained in this 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.

12.21 Enforcement Actions. 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.

12.22 Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Guadalupe Medina Lopez

Date: 12/19/2024

Guadalupe Lopez
Guadalupe Medina Lopez

Defendant Golden Hotels Limited Partnership dba Atrium Hotel

Date: _____

Name: _____

Title: _____

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.

12.22 Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Guadalupe Medina Lopez

Date: _____

Guadalupe Medina Lopez

Defendant Golden Hotels Limited Partnership dba Atrium Hotel

Date: 1/7/25


Name: JOHN WANG

Title: PRESIDENT OF GENERAL PARTNER

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Guadalupe Medina Lopez v. Atrium Hospitality LP, et al.

Superior Court of the State of California for the County of Orange

Case No. 30-2022-01245971-CU-OE-CXC

This notice is to the following individuals in connection with a pending class action settlement:

All individuals currently or formerly employed by Golden Hotels Limited Partnership dba Atrium Hotel in California as hourly, non-exempt employees during the Class Period of February 10, 2018, through May 31, 2023.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Orange (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Guadalupe Medina Lopez (“Class Representative”) against Golden Hotels Limited Partnership dba Atrium Hotel (“Golden Hotels”) for alleged wage and hour violations (the “Lawsuit”). Golden Hotels denies all claims and maintains it has fully complied with the law.

Golden Hotels’ records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of February 10, 2018, through May 31, 2023. Based on this information, your Individual Class Payment is estimated to be \$**[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator to exclude yourself, or “Opt-Out,” no later than [REDACTED]. If you Opt-Out, you may not object to the Settlement, you will not receive an Individual Class Payment (excluding only an Individual PAGA Payment, if you are eligible), and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection to the Settlement Administrator, Class Counsel and Defense Counsel no later than [REDACTED], stating each of your objections to the Settlement. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
DISPUTE YOUR WORKWEEK OR PAGA	If you wish to contest or dispute the number of workweeks the Settlement Administrator assigns to you for the purpose of calculating your Individual Class Payment and/or Individual PAGA Payment, you must write to the Settlement Administrator no later than [REDACTED], stating why you dispute the calculation

PAY PERIOD CREDITS	and providing documents supporting what you believe is the correct number of Workweeks.
---------------------------	---

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. **[[Final Approval Hearing Time]]** of the Orange County Superior Court, located at **[[Final Approval Hearing Time]]**, to determine whether the Settlement is fair, adequate and reasonable. You do not have to attend but you do have the right to appear. The date and time of the Final Approval Hearing may change without further notice, so please contact the Settlement Administrator or Class Counsel for further updates. *For more information, please carefully read this notice.*

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employees of Golden Hotels. The Class Representative alleged Golden Hotels violated California labor and employment laws including, without limitation, unpaid minimum and overtime wages, meal period violations, rest period violations, untimely payment of wages, wage statement violations, waiting time penalties, violations of the unfair competition laws, failure to pay all wages owed each payday, and failure to maintain accurate records. Plaintiffs are represented by Jackson APC ("Class Counsel.")

Golden Hotels denies all liability and is confident it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation. Golden Hotels contends that its business practices are and have been lawful at all relevant times and that Plaintiffs' claims are without merit and fail to satisfy the requirements for class certification.

This settlement is a compromise, reached after good faith, arm's-length negotiations between Plaintiffs and Golden Hotels and is not an admission of liability by Golden Hotels. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs' claims or Golden Hotel's defenses.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$150,000 and authorize the following deductions: Class Representative Service Payments (totaling \$5,000); Class Counsel Attorneys' Fees in the amount of 33.33% of the Gross Settlement (\$49,995); Class Counsel Litigation Costs (not to exceed \$15,000); an LWDA payment of \$10,000 for PAGA penalties, with 25% of that amount, or \$2,500 to be paid as Individual PAGA Payments to all Class Members who worked from February 10, 2021, through May 31, 2023 ("the PAGA Period") and 75% of the amount (\$7,500) to be paid to the LWDA; and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$ **[[Final Approval Hearing Time]]**).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Period Workweeks. 20% of each Individual Class Payment shall constitute taxable wages (“Wage Portion”) and 80% shall constitute interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

Golden Hotels will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the **[[Response Deadline]]** “Response Deadline”.

If you worked at all during the PAGA Period, you are entitled to an Individual PAGA Payment. Because the LWDA Payment is recovered on behalf of the State of California, you may not Opt-Out of the PAGA Settlement Payment. Such payments shall not constitute consideration offered or exchanged for the release of any recipient’s individual, private rights of action. Accordingly, even if you are eligible to receive an Individual PAGA Payment, you may still choose to Opt-Out of the Settlement.

After the Judgment is final and Golden Hotels has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were or could have been asserted based on or arising out of the factual allegations in the Operative Complaint including, without limitation, claims for: meal period violations, rest period violations, unpaid minimum and overtime wages, untimely payment of wages, wage statement violations, waiting time penalties, violations of the unfair competition laws, failure to pay all wages owed each payday, failure to maintain accurate records, civil penalties under the Private Attorneys General Act, California Business and Professions Code section 17200, et seq., the federal Fair Labor Standards Act (“FLSA,” 29 U.S.C. section 201 et seq.); claims under California Labor Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2698 et seq., and the Wage Orders promulgated thereunder; and claims for injunctive relief, punitive damages, penalties of any nature, interest, fees, and costs. As to federal claims arising under the FLSA that could have been pleaded based on the facts pleaded in the Operative Complaint, such claims shall not be released unless and until a Participating Class Member signs their settlement check, which will constitute consent to opt into the release of all FLSA claims that could have been pleaded based on the facts pleaded in the Operative Complaint. Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

Released Parties: Defendant, and its former and present direct and/or indirect owners, dba's, affiliates, predecessors, successors, all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates, and parents, including without limitation, Golden Hotels Limited Partnership dba Atrium Hotel, and collectively, their respective former, current and future management companies, members, directors, officers, insurers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, employee benefit plans, beneficiaries, trustees and any entity claimed to be a joint employer with Defendant and/or joint and/or severally liable with Defendant and any other individual or entity which could be liable for any of the Released Claims.

3. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

The number of Class Workweeks you worked during the class period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, fax or email to the Administrator at the following address:

Administrator:

[NAME AND ADDRESS]

The Administrator will accept Golden Hotel's calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and/or PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you who wish to exclude yourself (Opt-Out of) the Class Settlement, you must send the Administrator, by fax, email or mail, a signed written Request for Exclusion which (a) includes the case name and number; (b) contains your full name, address, telephone number, and the last four digits of your Social Security Number; (c) clearly states that you do not wish to be included in the settlement; (d) is signed by you; (e) must be fax, email or mail to the Administrator at the specified address and/or facsimile number; and (f) be postmarked, emailed or faxed on or before [REDACTED].

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before [REDACTED]. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. [REDACTED] of the Orange County Superior Court, located at [REDACTED]. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Golden Hotels and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Armond M. Jackson (State Bar No. 281547)

Jackson APC

2 Ventura Plaza, Ste. 400

Irvine, CA 92618

ajackson@jacksonapc.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void

or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

EXHIBIT B



JACKSON APC
jacksonapc.com
2 Venture Plaza, Suite 240
Irvine, CA 92618

ARMOND M. JACKSON
949.226.7027 Direct
949.281.6857 Main
ajackson@jacksonapc.com

January 18, 2022

Sent by Certified Mail to Atrium Hotel, Atrium Hospitality LP, and Atrium Hotels Management, LLC

Submitted Via Online to Labor and Workforce Development Agency

Atrium Hotel
18700 MacArthur Blvd
Irvine, CA 92612

Atrium Hospitality LP
2398 E. Camelback Road, Suite 1000
Phoenix, AZ 85016

Agent for Service of Process for Atrium Hospitality LP
CSC - Lawyers Incorporating Service
Attn: Kaitlyn Mannix
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Atrium Hotels Management, LLC
2398 E. Camelback Road, Suite 1000
Phoenix, AZ 85016

Agent for Service of Process for Atrium Hotels Management, LLC
CSC - Lawyers Incorporating Service
Attn: Kaitlyn Mannix
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

2 Venture Plaza, Suite 240 | Irvine, CA 92618 | Tel: 949-281-6857 | Fax: 949-777-6218
JACKSON APC

Armond M. Jackson, Esq.
Re: Guadalupe Medina
Lopez v. Atrium Hotel, et
al.
January 18, 2022
Page 2

Labor and Workforce Development Agency

Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699

Violations of California Labor Code Sections 201, 202, 203, 210 226(a) 1-2, 4-5, 9,
226.3, 226.7, 512, 558, 2802, 6401, and 6403

Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 4-2001, 5-2001 (“Wage Orders 4 and 5”), Sections 3, 7, 11 and 12

Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)

Guadalupe Medina Lopez v. Atrium Hospitality LP, et al.

Dear Atrium Hotel, Atrium Hospitality LP, Atrium Hotels Management, LLC and PAGA
Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code §
2699(f)), which provides notice to the PAGA Administrator, Atrium Hotel, Atrium Hotel, Atrium
Hospitality LP and Atrium Hotels Management, LLC by Guadalupe Medina Lopez (“Ms. Medina
Lopez” or “Plaintiff”), on behalf of all aggrieved current and former similarly-situated employees
of Atrium Hotel, Atrium Hospitality LP and Atrium Hotels Management, LLC (collectively
referred to herein as “Atrium,” “Defendants,” or “Defendant”) in California for all California
nonexempt employees, a private right of action under the Private Attorney General Act (PAGA)
of 2004.

As a prerequisite to prosecuting this private action in superior court, Ms. Medina Lopez is
required to provide notice by certified mail to the Labor and Workforce Development Agency and
the employers regarding each violation, along with facts and theories supporting each violation as
mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please
contact Armond M. Jackson, Esq. at Jackson APC at 949-281-6857 or via email at
ajackson@jacksonapc.com.

Facts and Theories

Defendants Atrium Hotel, Atrium Hospitality LP, and Atrium Hotels Management, LLC are a hotel chain doing business in California. Atrium Hotel, Atrium Hospitality LP, and Atrium Hotels Management, LLC controlled Ms. Medina Lopez and similarly situated employees with wages hours and working conditions and considered joint employers under California law and pursuant to California Labor Code section 2810.3 This letter encompasses violations for all of Defendants' nonexempt California employees entitled to the California Labor code protections.

Ms. Medina Lopez worked in housekeeping doing general laborer tasks. As a nonexempt employee, Ms. Medina Lopez performs job duties such as cleaning rooms, bathrooms, vacuuming, among other general laborer job duties assigned by Defendant.

Throughout Ms. Medina Lopez's employment, they worked above 4-hour plus shifts and were not authorized or permitted to take an uninterrupted 10-minute rest break each four hours at a reasonably practicable time for approximately 5 to 20 shifts each month. In general Ms. Medina Lopez is not allowed all rest breaks due to the high volume of work.

Defendants do not compensate Ms. Medina Lopez with their premium wages when they were subjected to late, short, missed, on-call, interrupted, on-premises, or missed meal breaks and rest breaks in violation of California Labor Code section 226.7, 512, and Wage Orders 4 and 5, Sections 11 and 12 approximately 10 to 20 shifts each month.

Moreover, Defendants fails to incorporate Ms. Medina Lopez's premium wages and hours' worth of work on their wage statements as required by California Labor Code section 226(a). All other similarly situated employees were subjected to the same working conditions as Ms. Medina Lopez, such as not being provided with their entitled meal breaks and rest breaks as stated above or paid premium wages, nor were the hours' worth of work or premium wages disclosed on their wage statements.

Defendants fail to incorporate Ms. Medina Lopez's premium wages and hours' worth of work on their wage statements as required by California Labor Code section 226(a). All other similarly situated employees are subjected to the same working conditions as Ms. Medina Lopez such as not being compensated for interrupted rest breaks or meals breaks as stated above or paid premium wages, nor are the hours' worth of work or premium wages disclosed on their wage statements.

Additionally, Ms. Medina Lopez and other similarly situated employees are required to purchase specific shoes, black pants and face masks to wear inside Defendant's facilities but are not reimbursed for the costs of either the shoes, pants or face masks. Ms. Medina Lopez had to

purchase these items to wear while at work at Defendant's but they were never reimbursed for their cost.

Lastly, Defendants, on a company-wide basis, required that Ms. Medina Lopez and other similarly situated employees use their own personal cellular phones to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Medina Lopez was required to use their personal cellphone to communicate with managers and supervisors. Although Defendants required Ms. Medina Lopez and other similarly situated employees to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants did not reimburse them for this cost.

By virtue of requiring Ms. Medina Lopez to work off-the-clock and Defendants, not providing and/or not authorizing or permitting Ms. Medina Lopez and all other similarly situated employees to take uninterrupted meal breaks and rest periods, not providing and/or not reimbursing Ms. Medina Lopez and all other similarly situated employees for work-related expenses, and failing to incorporate the hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, and net wages earned, among other violations, Defendants are violating California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 510, 512, 1194, 2802, 6401, and 6403, and Wage Orders 4 and 5, Sections 3, 7, 11 and 12.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, 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 (See Labor Code §226, subsection (a)). Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Medina Lopez's contention that Defendants are in violation of the following California Labor Codes.

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock during their entitled meal periods and

rest periods but Defendants did not compensate them for those extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(2)

Section (a)(2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Ms. Medina Lopez and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Ms. Medina Lopez and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez's and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of California Labor Code Sections 201, 202, 203, 226.7, 510, 512, 1194, 1198, Wage Orders 4 and 5, Sections, 3, 7, 11 and 12

An employer must provide meal periods and rest periods pursuant to an applicable order of the Industrial Welfare Commission (See Lab. Code §226.7, 512).

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission, Wage Orders 4 and 5.

Under these circumstances, Ms. Medina Lopez's position at Defendants falls within Wage Orders 4 and 5 as Defendants employed Ms. Medina Lopez as a nonexempt employee classified as an employee. Thus, all sections and subsections that pertain to California Wage Orders 4 and 5 below are applicable to Ms. Medina Lopez and all similarly situated aggrieved employees within these Wage Orders were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512, Wage Orders 4 and 5, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, interrupted, on-premises, on-call, late or not taken at all.

California Labor Code sections 226.7, 512 and Wage Orders 4 and 5, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 4 and 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works

more than a 6-hour shift. As described above, Ms. Medina Lopez and all similarly situated aggrieved employees regularly worked above five, six and eight hour shifts and were not provided all legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

Ms. Medina Lopez and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 4-hour shifts.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages (See Lab. Code §558).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, Defendants, on a company-wide basis, mandated that Ms. Medina Lopez and other similarly situated employees purchase special black pants, shoes and face masks, which they are required to wear while at work. Ms. Medina Lopez has to purchase black pants, shoes and face masks on several occasions to wear inside of the defendant’s facilities. Ms. Medina Lopez and other similarly situated employees purchased black pants, shoes and face masks to wear inside Defendants’ facilities but were not reimbursed fully for these costs.

Secondly, Defendants, on a company-wide basis, required that Ms. Medina Lopez and other similarly situated employees use their own personal cellular phones to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Medina Lopez was required to use their personal cellphone to communicate with managers and supervisors. Although Defendants required Ms. Medina Lopez and other similarly situated

employees to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants did not reimburse them for this cost.

Defendants could provide Ms. Medina Lopez and other similarly situated employees with the actual tools for use on the job, such as a cell phone, black pants, shoes and face masks. Instead, Defendants passes these operating costs off onto Ms. Medina Lopez and other similarly situated employees.

Thus, Defendants had, and continue to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802.

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

Defendants, on a company-wide basis, fail to provide Ms. Medina Lopez and other similarly situated employees with personal protective equipment, such as face masks to keep them safe in the workplace. Despite the fact that Defendants require employees to wear certain personal protective equipment, such as face masks, Defendants fail to provide such reasonably necessary equipment to Ms. Medina Lopez and other similarly situated employees to keep them safe. The company requires employees to wear face masks but did not supply them.

Defendants' failure to provide Ms. Medina Lopez and other similarly situated employees with safety devices and safeguards, including personal protective equipment, for the workplace violates Labor Code sections 6401 and 6403.

Wage Orders 4 and 5, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[t]ime records showing when the employee begins and

ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants fail to incorporate the extra hours’ worth of work when Ms. Medina Lopez and other similarly situated employees clocked in and out without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay was not disclosed on the itemized wage statements in violation of Wage Orders 4 and 5, Section 7 Records.

Conclusion

As a consequence of Defendants’ violations of California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 512, 558, 2802, 6401, 6403, and Wage Orders 4 and 5, Sections 3, 7, 11 and 12, Ms. Medina Lopez seeks penalties for each violation as an individual and on behalf of all aggrieved employees against Defendants.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C



JACKSON APC
jacksonapc.com
2 Venture Plaza, Suite 400
Irvine, CA 92618

ARMOND M. JACKSON
949.226.7027 Direct
949.281.6857 Main
ajackson@jacksonapc.com

November 12, 2024

Sent by Certified Mail to Golden Hotels Limited Partnership, Atrium Hotel, Atrium Hospitality LP, and Atrium Hotels Management, LLC

Submitted Via Online to Labor and Workforce Development Agency

Golden Hotels Limited Partnership
5325 East Pacific Coast Highway
Long Beach, California 90804

Agent for Service of Process
Attn: John C. Wang
5325 East Pacific Coast Highway
Long Beach, California 90804

Atrium Hotel
18700 MacArthur Blvd
Irvine, CA 92612

Atrium Hospitality LP
2398 E. Camelback Road, Suite 1000
Phoenix, AZ 85016

Agent for Service of Process for Atrium Hospitality LP
CSC - Lawyers Incorporating Service
Attn: Kaitlyn Mannix
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Armond M. Jackson, Esq.
Re: Guadalupe Medina
Lopez v. Atrium Hotel, et
al.
November 12, 2024
Page 2

Atrium Hotels Management, LLC
2398 E. Camelback Road, Suite 1000
Phoenix, AZ 85016

Agent for Service of Process for Atrium Hotels Management, LLC
CSC - Lawyers Incorporating Service
Attn: Kaitlyn Mannix
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699

Re: Amended Notice Pursuant to California Labor Code Section 2699

Violations of California Labor Code Sections 201, 202, 203, 210 226(a) 1-2, 4-5, 9,
226.3, 226.7, 512, 558, 2802, 6401, and 6403

Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
Nos. 4-2001, 5-2001 (“Wage Orders 4 and 5”), Sections 3, 7, 11 and 12

Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)

Guadalupe Medina Lopez v. Atrium Hospitality LP, et al.

Dear Golden Hotels Limited Partnership, Atrium Hotel, Atrium Hospitality LP, Atrium Hotels
Management, LLC and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code §
2699(f)), which provides notice to the PAGA Administrator, Atrium Hotel, Atrium Hospitality LP
and Atrium Hotels Management, LLC by Guadalupe Medina Lopez (“Ms. Medina Lopez” or
“Plaintiff”), on behalf of all aggrieved current and former similarly-situated employees of Golden
Hotels Limited Partnership, Atrium Hotel, Atrium Hospitality LP and Atrium Hotels Management,
LLC (collectively referred to herein as “Atrium,” “Defendants,” or “Defendant”) in California for
all California nonexempt employees, a private right of action under the Private Attorney General
Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Ms. Medina Lopez is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Defendants Golden Hotels Limited Partnership, Atrium Hotel, Atrium Hospitality LP, and Atrium Hotels Management, LLC are a hotel chain doing business in California. Golden Hotels Limited Partnership controlled Ms. Medina Lopez and similarly situated employees with wages hours and working conditions and considered joint employers under California law and pursuant to California Labor Code section 2810.3 This letter encompasses violations for all of Defendants' nonexempt California employees entitled to the California Labor code protections.

Ms. Medina Lopez worked in housekeeping doing general laborer tasks. As a nonexempt employee, Ms. Medina Lopez performs job duties such as cleaning rooms, bathrooms, vacuuming, among other general laborer job duties assigned by Defendant.

Throughout Ms. Medina Lopez's employment, they worked above 4-hour plus shifts and were not authorized or permitted to take an uninterrupted 10-minute rest break each four hours at a reasonably practicable time for approximately 5 to 20 shifts each month. In general Ms. Medina Lopez is not allowed all rest breaks due to the high volume of work.

Defendants do not compensate Ms. Medina Lopez with their premium wages when they were subjected to late, short, missed, on-call, interrupted, on-premises, or missed meal breaks and rest breaks in violation of California Labor Code section 226.7, 512, and Wage Orders 4 and 5, Sections 11 and 12 approximately 10 to 20 shifts each month.

Moreover, Defendants fails to incorporate Ms. Medina Lopez's premium wages and hours' worth of work on their wage statements as required by California Labor Code section 226(a). All other similarly situated employees were subjected to the same working conditions as Ms. Medina Lopez, such as not being provided with their entitled meal breaks and rest breaks as stated above or paid premium wages, nor were the hours' worth of work or premium wages disclosed on their wage statements.

Defendants fail to incorporate Ms. Medina Lopez's premium wages and hours' worth of work on their wage statements as required by California Labor Code section 226(a). All other similarly situated employees are subjected to the same working conditions as Ms. Medina Lopez

such as not being compensated for interrupted rest breaks or meals breaks as stated above or paid premium wages, nor are the hours' worth of work or premium wages disclosed on their wage statements.

Additionally, Ms. Medina Lopez and other similarly situated employees are required to purchase specific shoes, black pants and face masks to wear inside Defendant's facilities but are not reimbursed for the costs of either the shoes, pants or face masks. Ms. Medina Lopez had to purchase these items to wear while at work at Defendant's but they were never reimbursed for their cost.

Lastly, Defendants, on a company-wide basis, required that Ms. Medina Lopez and other similarly situated employees use their own personal cellular phones to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Medina Lopez was required to use their personal cellphone to communicate with managers and supervisors. Although Defendants required Ms. Medina Lopez and other similarly situated employees to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants did not reimburse them for this cost.

By virtue of requiring Ms. Medina Lopez to work off-the-clock and Defendants, not providing and/or not authorizing or permitting Ms. Medina Lopez and all other similarly situated employees to take uninterrupted meal breaks and rest periods, not providing and/or not reimbursing Ms. Medina Lopez and all other similarly situated employees for work-related expenses, and failing to incorporate the hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, and net wages earned, among other violations, Defendants are violating California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 510, 512, 1194, 2802, 6401, and 6403, and Wage Orders 4 and 5, Sections 3, 7, 11 and 12.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, 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 (See Labor Code §226, subsection (a)). Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Ms. Medina Lopez's contention that Defendants are in violation of the following California Labor Codes.

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock during their entitled meal periods and rest periods but Defendants did not compensate them for those extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(2)

Section (a)(2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Ms. Medina Lopez and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Ms. Medina Lopez and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez's and other similarly situated employees worked off-the-clock and during their entitled meal periods

and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Ms. Medina Lopez's and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Ms. Medina Lopez and other similarly situated employees worked off-the-clock and during their entitled meal periods and rest periods but Defendants did not compensate them for that extra hours' worth of work while off-the-clock nor did Defendants disclose or record the extra hours' worth of gross wages earned on their paystubs for failing to provide the entitled meal breaks and rest breaks.

Violation of California Labor Code Sections 201, 202, 203, 226.7, 510, 512, 1194, 1198, Wage Orders 4 and 5, Sections, 3, 7, 11 and 12

An employer must provide meal periods and rest periods pursuant to an applicable order of the Industrial Welfare Commission (See Lab. Code §226.7, 512).

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission, Wage Orders 4 and 5.

Under these circumstances, Ms. Medina Lopez's position at Defendants falls within Wage Orders 4 and 5 as Defendants employed Ms. Medina Lopez as a nonexempt employee classified as an employee. Thus, all sections and subsections that pertain to California Wage Orders 4 and 5 below are applicable to Ms. Medina Lopez and all similarly situated aggrieved employees within these Wage Orders were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512, Wage Orders 4 and 5, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of

compensation for each workday that the rest period is not provided that were short, interrupted, on-premises, on-call, late or not taken at all.

California Labor Code sections 226.7, 512 and Wage Orders 4 and 5, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 4 and 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6-hour shift. As described above, Ms. Medina Lopez and all similarly situated aggrieved employees regularly worked above five, six and eight hour shifts and were not provided all legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

Ms. Medina Lopez and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 4-hour shifts.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages (See Lab. Code §558).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, Defendants, on a company-wide basis, mandated that Ms. Medina Lopez and other similarly situated employees purchase special black pants, shoes and face masks, which they are required to wear while at work. Ms. Medina Lopez has to purchase black pants, shoes and face masks on several occasions to wear inside of the defendant's facilities. Ms. Medina Lopez and

other similarly situated employees purchased black pants, shoes and face masks to wear inside Defendants' facilities but were not reimbursed fully for these costs.

Secondly, Defendants, on a company-wide basis, required that Ms. Medina Lopez and other similarly situated employees use their own personal cellular phones to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Medina Lopez was required to use their personal cellphone to communicate with managers and supervisors. Although Defendants required Ms. Medina Lopez and other similarly situated employees to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants did not reimburse them for this cost.

Defendants could provide Ms. Medina Lopez and other similarly situated employees with the actual tools for use on the job, such as a cell phone, black pants, shoes and face masks. Instead, Defendants passes these operating costs off onto Ms. Medina Lopez and other similarly situated employees.

Thus, Defendants had, and continue to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802.

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

Defendants, on a company-wide basis, fail to provide Ms. Medina Lopez and other similarly situated employees with personal protective equipment, such as face masks to keep them safe in the workplace. Despite the fact that Defendants require employees to wear certain personal protective equipment, such as face masks, Defendants fail to provide such reasonably necessary equipment to Ms. Medina Lopez and other similarly situated employees to keep them safe. The company requires employees to wear face masks but did not supply them.

Defendants' failure to provide Ms. Medina Lopez and other similarly situated employees with safety devices and safeguards, including personal protective equipment, for the workplace violates Labor Code sections 6401 and 6403.

Wage Orders 4 and 5, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[t]ime records showing when the employee begins and ends each work period,” “[m]eal periods,” and “[t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants fail to incorporate the extra hours’ worth of work when Ms. Medina Lopez and other similarly situated employees clocked in and out without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay was not disclosed on the itemized wage statements in violation of Wage Orders 4 and 5, Section 7 Records.

Conclusion

As a consequence of Defendants’ violations of California Labor Code Sections 201, 202, 203, 221, 226(a), 226.3, 226.7, 246, 512, 558, 2802, 6401, 6403, and Wage Orders 4 and 5, Sections 3, 7, 11 and 12, Ms. Medina Lopez seeks penalties for each violation as an individual and on behalf of all aggrieved employees against Defendants.

Sincerely,

Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson