

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING

Elfa Castro v. Baymont Inn & Suites, et al.
Superior Court of the State California, County of Orange
Case No. 30-2016-00840094-CU-OE-CXC

To: All persons who were employed within the State of California by Baymont Inn & Suites (“BAYMONT” or “Defendant”) as an hourly non-exempt employee during all or part of the time between March 10, 2012 and **INSERT DATE (the “Class”):**

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.**

[IDENTIFYING INFORMATION]

You have been identified as a Class member in the above lawsuit. Under the terms of the proposed settlement you are eligible to receive a share of the Net Settlement Amount should the Court grant the settlement in full. Your share of the Net Settlement Amount is based on BAYMONT’s records that show you were employed by BAYMONT in the State of California as a non-exempt employee for **[number of Work Weeks]** work weeks between March 10, 2012 and **INSERT DATE**, 2019. If you dispute the total number of work weeks set forth above, you must set forth the information that you believe is correct, and submit written documentation to CPT Group, Inc. not later than **INSERT DEADLINE**. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must complete and return the enclosed Request for Exclusion Form by INSERT DEADLINE . All persons who validly and timely opt-out of the Settlement will not receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statute of limitations.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by submitting objection by INSERT DEADLINE .
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement, and is on file with the Court, where it is available for your review. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Elfa Castro v. Baymont Inn & Suites, et al.* is now pending in the Superior Court of the State California, County of Orange, Case No.30-2016-00840094-CU-OE-CXC. Plaintiff *Elfa Castro* (“Plaintiff” or “Class Representative”) has alleged claims against BAYMONT primarily under the California Labor Code. Plaintiff brought this Lawsuit as a class action and PAGA enforcement action on behalf of themselves and other similarly situated BAYMONT employees, and are claiming that BAYMONT owes unpaid wages to current and former non-exempt employees in California. In summary, Plaintiff alleges that non-exempt employees were not paid all minimum wages and overtime for time worked. Plaintiff also alleges that BAYMONT did not authorize and permit meal and rest periods, and failed to pay the proper amount of premium pay for missed meal and rest periods. Plaintiff also alleges that BAYMONT did not provide accurate wage statements provided to employees. Plaintiff’s First Amended Complaint alleges the following causes of action:(1) failure to pay overtime Labor Code §§ 1994 and 1198; (2) failure to pay minimum wages Labor Code §§ 1194, 1197, and 1197.1; (3)

failure to provide meal periods Labor Code §§ 226.7 and 512; (4) failure to provide rest breaks Labor Code §§ 226.7 and 512; (5) failure to provide itemized statements Labor Code § 226; (6) Failure to Pay wages for Hours Worked; (7) Failure to Comply with Written Request to Inspect or Copy Records; (8) Failure to Pay all Wages Twice Monthly; (9) failure to pay wages upon termination Labor Code § 203; (10) Unlawful Business Practices Bus. & Prof. Code § 17200, et seq.; and (11) violation of Private Attorneys General Act Labor Code §§ 2698 and 2699, et seq. Plaintiff seeks a monetary recovery on behalf of the Class for the alleged violations, along with interest, costs and fees.

BAYMONT contends that it has complied with all laws and denies the allegations Plaintiff is asserting in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of her individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final fairness hearing. You will not be retaliated against by BAYMONT for electing to participate or not participate in the settlement.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On **INSERT DATE**, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the “Class” as including all persons who were employed within the State of California by BAYMONT as a non-exempt employee during all or part of the time between March 10, 2012 and **INSERT DATE**.

B. The Effect of Membership in the Class. If you come within the definition of the Class, you are a Settlement Class Member unless you exclude yourself from (“opt out of”) the Class by following the procedures for exclusion that are set forth in this Notice and accompanying Request for Exclusion Form. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against BAYMONT subject to applicable statute of limitations.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendant by the attorneys for the Class (“Class Counsel”). Class Counsel believes that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, Defendant and Class Counsel have agreed to the following:

Monetary Amounts Under the Settlement

- Defendant shall provide the members of the Settlement Class, on a non-claims-made basis, monetary compensation in the maximum total amount of \$190,000.00 (the “Gross Settlement Amount” or “GSA”), less amounts awarded by the Court for attorneys’ fees and costs, settlement administration costs, service award to the Class Representative, and payments made to the California Labor and Workforce Development Agency (“LWDA”) for penalties under the PAGA (the “Net Settlement Amount” or “NSA”). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$97,550.00.
- The Settlement Administrator will calculate individual Class Members’ pro-rata share of the NSA for their individual settlement payment. Each Class Member’s proportional share will be determined by dividing the number of weeks worked by the Class Member as a non-exempt employee in California during the period of March 10, 2012 and **insert date** (the “Class Period”) by all weeks worked by all Class Members in California during the Class Period, multiplied by the NSA. The number of work weeks that BAYMONT’s records shows you worked is listed on the first page of this notice.
- Separate PAGA Payment: PAGA Members (whether or not they are Participating Class Members) shall receive their *pro rata* portion of the 25% of the PAGA Payment and will have been deemed to have fully released the PAGA Released Claims. The Settlement Administrator shall mail the checks with the PAGA Payments to each PAGA Member within fifteen (15) calendar days of Defendants’ funding of the Class Settlement Amount. To determine each PAGA Member’s *pro rata* portion of the PAGA Payment, the Settlement Administrator will use the following formula: Individual PAGA Payment = (\$1,250.00 x Number of Total Work Weeks worked by all PAGA Members from March 10, 2015 through Preliminary Approval) x Number of total 26 Work Weeks worked by the individual PAGA Member from March 10, 2015 through Preliminary Approval.

- Defendant, through the Settlement Administrator, shall pay the amounts awarded by the Court for attorneys' fees and costs, settlement administration expenses, service award to the Class Representative, payment to the California LWDA for PAGA penalties, employer side payroll taxes, and the amounts owed to the Settlement Class Members, within thirty (30) business days after the Final Effective Date of the Settlement Agreement. The Final Effective Date is defined as follows: the first day after the date by which the last of the following has occurred: (a) all conditions of settlement that can be accomplished prior to the Final Effective Date becomes in existence; (b) the Court, or other court assuming jurisdiction of this matter, has entered an Order granting final approval to the Settlement and a Judgment in the action and (b) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari, or, (ii) if a petition for a writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members and applicable employer payroll tax payments; (ii) settlement administration costs which are estimated to not exceed \$10,000 for services associated with administering the settlement; (iii) a payment of \$3,750 to the LWDA for settlement of the PAGA claims brought in this case and \$1,250 to PAGA members; (iv) a \$10,000 service award to the Class Representative for her service to the Class and general release of claims; (v) and an award of attorneys' fees not to exceed \$62,700 (equivalent to one third of total Gross Settlement Amount) and an award of costs up to \$6,000 for fees and costs that have remained unpaid to date. The fees are to be divided Fifty – Five Percent (55%) in favor of Quintilone & Associates and Fifteen Percent (15%) to THE PHELPS LAW GROUP, Fifteen Percent (15%) to THE CARTER LAW FIRM, and Fifteen Percent (15%) to ARVIN SACHDEVA, ATTORNEY AT LAW, which will not increase Client's overall fee in any manner.

RELEASE

- Upon the Court's final approval of the Settlement, a judgment will be entered fully and finally settling the action as to Plaintiff and all Settlement Class Members. As a result of the Settlement and Judgment to be entered, all Settlement Class Members hereby release and discharge, for the time period from March 10, 2012 through **INSERT DATE**, their former and present members, parents, subsidiaries, affiliates, divisions, fiduciaries, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, including, but not limited to, VIENNA CAPITAL, INC. dba BAYMONT INN & SUITES representatives, and WYNDHAM HOTEL GROUP LLC. (collectively, the "Released Parties") from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that were or could have been brought based on the facts or claims alleged or litigated in any version of the Complaints filed in this Action on behalf of Defendant's non-exempt employees in California.
- The claims released by the Settlement Class Members include, but are not limited to, "Released Claims" means, the Class Members shall fully and finally release and discharge the Released Parties from any and all of claims, causes of action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, arising from, or related to the same set of operative facts as those alleged in the Complaint against Defendants, as follows: (1) all claims for alleged violations of the California Labor Code; (2) all claims for alleged violations of California Business & Professions Code § 17200 which are premised on alleged violations of the Labor Code; (3) the PAGA Released Claims; (4) the Wage Orders of the California Industrial Welfare Commission; and (4) the Fair Labor Standards Act, 29 U.S.C. §§201 et seq.
- PAGA Release: By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaint ("PAGA Released Claims"). Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement.
- As to the foregoing release of Released Claims only, the release includes a waiver of unknown claims in accordance with the provisions of California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Additionally, the Parties agree that they do not intend payments under this Settlement Agreement to be compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, and thus the release of those plans under this Settlement Agreement is appropriate.

- **If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement.**

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to CPT Group, Inc. or contact the Settlement Administrator by phone at [REDACTED].

VI. Who represents the Class?

Plaintiff *Elfa Castro* serves as Class Representatives in this lawsuit. The attorneys and law firms that serve as Class Counsel are Richard E. Quintilone II, Esq. and George A. Aloupas, Esq., Quintilone & Associates, Marc H. Phelps, Esq., The Phelps Law Group, Roger R. Carter, Esq., The Carter Law Firm. Class Counsel can be reached as follows:

Richard E. Quintilone, Quintilone & Associates, 22974 El Toro Road, Suite 100, Lake Forest, CA 92630-4961, (949) 458-9675

VII. What are the reasons for the Settlement?

Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow it to focus on continuing to provide quality service to its guests.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel but will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may remain a member of the Class but elect to hire your own attorney to represent you. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed in Section V, so that it is **postmarked** on or before **INSERT DATE**. Even though your own attorney represents you, you will continue to be a Class Member. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Third, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendant on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. In order to exclude yourself from the Class, you must complete and sign the accompanying Request for Exclusion Form. Requests for Exclusion must be sent to the Settlement Administrator at the address listed in Section V, **postmarked** on or before **INSERT DATE**. **If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Settlement.**

D. Fourth, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the Application for Attorneys' Fees and Costs, and/or to the Application for Service Award. If you do not exclude yourself from the Class, you may object to the certification of the Class, to the terms of the proposed Settlement, and/or to the applications for attorneys' fees, costs, and service award. An objection may be in writing, or a participating Class

Member may attend and offer oral comments at the Final Approval Hearing. For a written objection to be valid, it must be: (a) signed by the Class Member, (b) filed with the Court and served on all parties, and (c) postmarked on or before the Response Deadline.

IX. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Department CX-102 of the Superior Court for the State of California, County of Orange, Complex Division, 751 West Santa Ana Blvd., Santa Ana, CA 92701, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for service awards. This hearing may be continued or rescheduled by the Court without further notice. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. If you want to be heard orally in support of or in opposition to the Settlement, either personally or through counsel, you must indicate your intention to appear at the Final Approval Hearing in writing as detailed above.

X. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice and Request for Exclusion Form be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement (attached to the Declaration of Richard Quintilone II, Esq. in Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement filed January 30, 2019), containing the complete terms of the proposed Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office, of the Superior Court for the State of California, County of Orange, Complex Division, 751 West Santa Ana Blvd., Santa Ana, CA 92701. You may also review the pleadings, records and other papers on file in this lawsuit at the Clerk's Office or by going and entering the civil case number at <https://www.occourts.org/online-services/case-access/>.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Elfa Castro v. Baymont Inn & Suites, et al.

Superior Court of the State California, County of Orange

Case No. 30-2016-00840094-CU-OE-CXC

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2019, TO: CPT GROUP, INC.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME]

Former Names (if any):

[ADDRESS LINE 1]

[ADDRESS LINE 2]

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the settlement in *Elfa Castro v. Baymont Inn & Suites, et al.*, (Orange County Superior Court Case No. 30-2016-00840094-CU-OE-CXC). I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.

Executed on _____, 2018.

(Signature)

[Printed name to be inserted prior to mailing by
Settlement Administrator.]