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8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 (“PAGA”),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
27
28

Case No.: 30-2016-00861544-CU-OE-CXC

**SUPPLEMENTAL MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
MOTION FOR ATTORNEYS’ FEES, COSTS
AND EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

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6 Attorneys for Plaintiff Miguel Zaldivar Avila
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On November 21, 2019, the Court conducted a hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments (the "Motions"). At the conclusion of the hearing, the Court directed Plaintiffs to submit a supplemental brief that responds to multiple questions raised in the Court's tentative ruling on the Motions. Plaintiffs respectfully submit those responses below:

Question One – Proportional Increase to Net Settlement Amount

Question: Please confirm via Declaration that, consistent with the terms of the Settlement Agreement, the Net Settlement Amount has been proportionally increased.

Answer: Yes, the Net Settlement Amount has been proportionally increased. See Supplemental Declaration of Nathalie Hernandez ¶ 2 (filed on November 21, 2019).

Question Two – Amount of Proportional Increase to Net Settlement Amount

Question: Please confirm via Declaration that the Net Settlement Amount has increased to \$1,348,563.88.

Answer: Yes, the Net Settlement Amount has been proportionally increased to \$1,348,563.88. See Supplemental Declaration of Nathalie Hernandez ¶ 2.

Question Three – Lowest, Average, Highest Payments

Question 3: Per the Settlement Administrator, the lowest gross payment is \$17.54, the average gross payment is \$2,365.90 and the highest gross payment is \$6,279.43. However, per Counsel for Miguel Zaldiver Avila, the average payment is approximately \$2,960 and the highest payment is approximately \$7,585. (See ¶ 2 of Hawkins Declaration). Please explain this discrepancy and confirm the correct figures.

Answer: Paragraph 10 of Nathalie Hernandez's previous declaration stated: "Based on the above calculations, the lowest gross payment is \$17.54, average gross payment is \$2,365.90, and the

highest gross payment is \$6,279.43.” To clarify, these amounts are from the Class Member Fund, and do not include amounts from the Wage Statement Fund. A more detailed breakdown of settlement payments is provided in the chart below (see Supplemental Declaration of Nathalie Hernandez ¶ 2):

Answer to Question No. 3	
Proportionally Increased Net Settlement Amount	\$1,348,563.88
Class Member Fund (80% of Net Settlement Amount)	\$1,078,851.11
Wage Statement Fund (20% of the Net Settlement Amount)	\$269,712.78
Lowest, Average, and Highest Payments from the Class Member Fund	\$17.54; \$2,365.90; \$6,279.43
Lowest, Average, and Highest Payments from the Wage Statement Fund	\$19.87; \$1,002.27; \$1,311.41
Lowest, Average, and Highest Payments from the Net Settlement Amount	\$17.51; \$ 2,957.38; \$7,590.83

Question Four – Fee Split Between Plaintiffs’ Counsel

Question 4: Per the Motion for Attorneys’ Fees, Plaintiffs’ Counsel are jointly seeking fees in the amount of \$616,667. Counsel should submit Declarations which expressly articulates the portion of this amount, sought by each firm.

Answer: Paragraph 31 of the Settlement Agreement provides that, “Class Counsel will divide any fee award as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-Five Percent (35%) to James W. Hawkins, APLC.” The breakdown is as follows:

Firm	Fees
Capstone Law APC	\$400,833.55
James Hawkins, APLC	\$215,833.45
Total	\$616,667.00

Question Five – Attorney Billing Rates and Years of Experience

Question 5: Please provide Declarations which address and justify the hourly rates of each Counsel included within loadstar calculations. Particularly, please provide their years-of-experience.

Answer: See Supplemental Perez Decl. ¶¶ 2-4, Ex. 1 (summary of court orders approving Capstone Law APC’s attorney rates and indicating the bar admission year of each attorney that billed to the case); See Supplemental Hawkins Decl. ¶¶ 2-5; Supplemental Mauro Declaration ¶¶ 2-9.

1 **Question Six – Mediation Costs**

2 **Question 6:** The Court notes that both Plaintiffs’ firms have claimed mediation costs. Please
3 confirm that, between Plaintiffs’ Counsel, a combined \$18,000 was expended on mediation costs, as
4 reflected in the Declarations of Perez and Hawkins.

5 **Answer:** Yes, Plaintiffs’ Counsel incurred a total of \$18,000 for mediation costs. As noted in the
6 Motions, the Parties participated in two mediations with Jeffrey A. Ross, Esq. Mr. Ross charged \$12,000
7 for each mediation. Originally, Plaintiff Onofre and Defendant agreed to split the cost of the first
8 mediation (each paying \$6,000), but Plaintiff Miguel Zaldivar Avila later asked to participate, and so the
9 Parties all agreed to split the cost of the first mediation three ways (each paying \$4,000). The Parties
10 agreed on a similar three-way split for the second mediation.

11 However, counsel for Plaintiff Onofre, Capstone Law APC, had already paid the \$6,000 for the
12 first mediation, and were not reimbursed by Mr. Ross for the \$2,000 difference. See Supplemental Perez
13 Decl. ¶ 5. Accordingly, Capstone Law APC seeks a total of \$10,000 in mediation costs, and James
14 Hawkins, APLC seeks a total of \$8,000. *Id.* at ¶ 6.

15
16 **Question Seven – Time to Review Opt Outs**

17 **Question 7:** With respect to Administrator Fees, please further explain the 3 hours of time
18 expended, processing two Requests for Exclusion. (See ¶12 of Hernandez Declaration and Exhibit B
19 thereto). Similarly, please briefly explain the “Data Manager Final Reporting” and “Project Manager
20 Final Reporting.”

21 **Answer:** Exhibit B to the declaration of Nathalie Hernandez was the bid for settlement
22 administration provided to counsel at the outset of the approval process (on March 8, 2019), and before
23 administration formally began. ILYM budgeted three hours to process all Requests for Exclusion. Only
24 two were ultimately received and were processed by ILYM under the budgeted time.

25
26 **Question Eight – E-Service on LWDA**

27 **Question 8:** Please confirm the Settlement has been served on the LWDA. Counsel must also
28 provide proof of service of the moving papers and this order on the LWDA. Additionally, any

1 supplemental filings, made pursuant to this Order should be filed with the LWDA, along with notice of
2 the continued hearing.

3 **Answer:** Yes, the Settlement has been served on the LWDA. See Nov. 21, 2019 Proof of
4 Service, Exhibits 1-2.

5
6 **Question Nine – Notice of Judgment to Class**

7 **Question 9:** Plaintiffs’ Counsel should state how they intend to provide notice of the judgment
8 to the class. (See CRC 3.771(b)).

9 **Answer:** Counsel will post the Judgment on the Settlement Administrator’s website.

10
11 **Question Ten – Accounting Hearing**

12 **Question 10:** Counsel should include a date for the final accounting in the proposed order. The
13 final accounting should occur after the deadline for class members to cash their checks. The final report
14 must include all information necessary for the Court to determine the total amount actually paid to class
15 members and the amount to be tendered to the State Controller’s Office.

16 **Answer:** Plaintiffs’ Counsel will file a revised proposed order with a date for the final
17 accounting hearing. The proposed order will also attach the settlement agreement and amendment.

18
19 **Question Eleven – Names of Class Members Who Opted Out**

20 **Question:** Per the Settlement Administrator two “valid” Requests for Exclusion were received.
21 (See ¶ 6 of Hernandez Declaration). Please identify the excluded class members by name and provide
22 their Requests for Exclusion to the Court. Additionally, please clarify that the two Requests for
23 Exclusion referenced as “valid” were in fact the only Requests for Exclusion received. Alternatively,
24 please provide all Requests for Exclusion and explain the basis upon which any other Requests were
25 deemed invalid.

26 **Answer:** Only two individuals asked to opt out of the Settlement Class. No other opt outs were
27 received. The names of the two individuals who opted out are: Jared C Ong-Siong and Jonathan C Ong-
28 Siong. See Supplemental Declaration of Nathalie Hernandez ¶ 3-4. Their requests for exclusion are

1 attached to the Amended Proposed Order.

2 ***

3 The Parties have negotiated a fair Settlement of the wage and hour claims that likely would not
4 have been brought, let alone successfully resolved, but for the effort and resolve of the Plaintiffs and
5 theirher counsel. The Class Members' positive response indicates that the Settlement is fair and
6 reasonable. Accordingly, Plaintiffs respectfully request that this Court grant final approval of the
7 Settlement Agreement and enter judgment.

8
9 Dated: December 2, 2019

Respectfully submitted,

10 By: _____

Raul Perez

Robert Drexler

Molly DeSario

Jonathan Lee

CAPSTONE LAW APC

James R. Hawkins

JAMES HAWKINS APLC

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Zaldivar

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

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26 Defendants.
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Case No.: 30-2016-00861544-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
RAUL PEREZ IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS’ FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

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6 Attorneys for Plaintiff Miguel Zaldivar Avila
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DECLARATION OF RAUL PEREZ

I, Raul Perez, hereby declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I am a Partner at Capstone Law APC (“Capstone” or “Plaintiff’s Counsel”), counsel for Plaintiff Robert Onofre (“Plaintiff”) in the above-captioned action. Unless indicated otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I make this supplemental declaration in support of the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and Class Representative Enhancement Payments.

2. As requested by the Court, the chart below provides the years of experience of each attorney who billed to the matter. Attorney biographies are included in Exhibit 1.

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	82.6	\$59,885.00
Glenn Danas	Fmr. Partner	2010	\$625	40.8	\$25,500.00
Robert Drexler	Senior Counsel	1985	\$695	130.3	\$90,558.50
Katherine Kehr	Fmr. Senior Counsel	2003	\$595	81	\$48,195.00
Bevin Allen Pike	Senior Counsel	2002	\$595	14.5	\$8,627.50
Eduardo Santos	Senior Counsel	2007	\$495	55.2	\$27,324.00
Jamie Greene	Senior Counsel	2007	\$495	18.7	\$9,256.50
Jonathan Lee	Associate	2009	\$435	170	\$73,950.00
Anthony Castillo	Associate	2009	\$435	27.2	\$11,832.00
Total				620.3	\$355,128.50

3. While adjusting our rates to track market increases, Capstone’s rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years, including this judicial district. *See, e.g., Brown v. Harris v. Mr. C Manager LLC*, No. CIV DS1721484 (San Bernardino County Superior Court Aug. 21, 2019) (approving Capstone’s rates for Associates (\$295 to \$434) and Senior Counsel/Partners (\$495 to \$725)); *Black v. T-Mobile USA, Inc.*, No. 4:17-cv-04151-HSG (N.D. Cal. July 24, 2019) (approving Capstone’s rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Rodas v. Petroleum Sales, Inc.*, No. CIV1703590 (Marin County Superior Court July 19, 2019) (approving Capstone’s rates for Associates (\$395 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Aguilar v. Marriott Int’l., Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone’s rates for

1 Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney*
2 *Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for
3 Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXi Global*
4 *Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving
5 Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v.*
6 *XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018)
7 (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725));
8 *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior
9 Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior
10 Counsel/Partners (\$495 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles
11 County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates and Senior
12 Counsel/Partners (\$570 to \$725)); *Grove v. Halston Operating Co.*, No. 37-2016-00029271-CU-OE-
13 CTL (San Diego County Superior Court Feb. 9, 2018) (approving Capstone's rates for Associates and
14 Senior Counsel/Partners (\$470 to \$725)); *Lopez v. Kmart Corp.*, No. CIVMSC15-00134 (Contra Costa
15 County Superior Court Nov. 29, 2017) (approving Capstone's rates for Associates (\$395 to \$470) and
16 Senior Counsel/Partners (\$595 to \$725)); *Chambless v. Islands Restaurants, L.P.*, No. BC458426 (Los
17 Angeles County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to
18 \$470) and Senior Counsel/Partners (\$595 to \$725)); *Linares v. Ann Inc.*, No. BC605635 (Los Angeles
19 County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and
20 Senior Counsel/Partners (\$570 to \$725)); *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-00881-AB-
21 AGR (C.D. Cal. Oct. 13, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior
22 Counsel/Partners (\$595 to \$725)); *Carter v. GMRI, Inc.*, No. RIC1506085 (Riverside County Superior
23 Court Jan. 10, 2017) (approving Capstone's rates for Associates (\$345 to \$470) and Senior
24 Counsel/Partners (\$570 to \$695)); *Rodriguez v. Swissport North America, Inc.*, No. BC441173 (Los
25 Angeles County Superior Court April 17, 2017) (approving Capstone's rates for Associates (\$370 to
26 \$470) and Senior Counsel/Partners (\$520 to \$695)); *Emmons v. Quest Diagnostics Clinical*
27 *Laboratories, Inc.*, No. 1:13-cv-00474-DAD-BAM (E.D. Cal. Feb. 27, 2017) (approving Capstone's
28 rates for Associates (\$370 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Rickerd v. OneWest*

1 *Resources LLC*, No. BC562538 (Los Angeles County Superior Court Jan. 19, 2017) (approving
2 Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$695)); *Nunnally v.*
3 *Dave & Busters, Inc.*, No. 8:16-cv-00855-DOC-KES (C.D. Cal. Jan. 9, 2017) (approving Capstone's
4 rates for Associates (\$395 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Ford v. CEC*
5 *Entertainment, Inc.*, No. 3:14-cv-01420-RS (N.D. Cal. Nov. 18, 2016) (approving Capstone's rates for
6 Associates (\$420 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Lutin v. Lerner New York, Inc.*,
7 No. BC498443 (L.A. County Super. Ct. Sept. 20, 2016) (approving Capstone's rates for Associates
8 (\$370-470) and Senior Counsel/Partners); *The Children's Place Retail Stores Wage & Hour Cases*, No.
9 JCCP4790 (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's rates for Associates (\$245 to
10 \$470) and Senior Counsel/Partners (\$520 to \$695)); *Coffey v. Beverages & More, Inc.*, No. BC477269
11 (L.A. County Super. Ct. July 26, 2016) (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's
12 rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Guitar Center Stores*
13 *Wage and Hour Cases*, No. JCCP 4818 (San Francisco Superior Court June 7, 2016) (approving
14 Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Berry v.*
15 *Urban Outfitters Wholesale, Inc.*, No. Case 4:13-cv-02628-JSW (N.D. Cal. April 7, 2016) (approving
16 Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695))

17 4. Capstone's rates are comparable to those judicially approved for other plaintiff's firms,
18 such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-
19 partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670-750 for partners and
20 \$300-500 for associates), and Blood Hurst & Reardon (\$510-695 for partners). *See Aarons v. BMW of*
21 *North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014)
22 (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range
23 for plaintiff's side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*,
24 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for
25 senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160,
26 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility*
27 *LLC*, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an
28 hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force*

1 *Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour
2 for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov.
3 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores,*
4 *LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an
5 hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving
6 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH
7 (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355
8 and \$405 per hour).

9 5. The Parties participated in two mediations with Jeffrey A. Ross, Esq. Mr. Ross charged
10 \$12,000 for each mediation. Originally, Plaintiff Onofre and Defendant agreed to split the cost of the first
11 mediation (each paying \$6,000), but Plaintiff Miguel Zaldivar Avila later asked to participate, and so the
12 Parties all agreed to split the cost of the first mediation three ways (each paying \$4,000). The Parties
13 agreed on a similar three-way split for the second mediation.

14 6. However, counsel for Plaintiff Onofre, Capstone Law APC, had already paid the \$6,000
15 for the first mediation, and were not reimbursed by Mr. Ross for the \$2,000 difference. Accordingly,
16 Capstone Law APC seeks a total of \$10,000 in mediation costs, and James Hawkins, APLC seeks a total
17 of \$8,000.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 2nd day of December, 2019, at Los Angeles, California.

21 
22 _____
23 Raul Perez
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Exhibit 1

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- In April 2017, Capstone achieved a major victory for consumers in *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court held that: (1) the right to seek public injunctive relief under the state's consumer protection laws cannot be waived; and (2) that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has served as class counsel in a number of significant consumer actions, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles) and obtained final approval in *Vargas v. Ford Motor Co.*, No. 12-08388 (C.D. Cal.); *Chan v. Porsche Cars N.A., Inc.*, No. 15-2106 (D.N.J.); *Batista v. Nissan N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla.); *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.); *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.); and *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers valued at well over \$30 million;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Robert Drexler. Robert Drexler is senior counsel with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance

cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2015.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal. Mr. Drexler was named a "Super Lawyer" in 2017.

Robert Friedl. Robert Friedl is senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Jamie Greene. Jamie Greene is senior counsel at Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Friere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended

Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, concentrating his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He

graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. An associate with Capstone, Tarek Zohdy litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class action settlements that have provided significant relief to thousands of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Brandon Brouillette. Brandon Brouillette is an associate with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Brouillette's entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, he served as an associate at Boucher LLP where he managed the firm's wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California, where he majored in Business Administration and spent a semester abroad in Budapest, Hungary. In 2016, Brandon was selected as one of Super Lawyers' "Rising Stars" in Southern California.

Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in

History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Michelle Kennedy. Michelle Kennedy is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as a contract attorney in the Utah Attorney General's Civil Litigation Division handling torts, civil rights, and employment law matters. She later founded her own firm handling business and intellectual property matters, where she settled a copyright infringement suit. Prior to moving to Southern California, Ms. Kennedy was recognized by Super Lawyers as a Mountain States Rising Star in 2017 and 2018. She also served as President of the Utah Minority Bar Association and as an Ex-Officio Member of the Utah State Bar Commission. Michelle graduated from the University of Utah S.J. Quinney College of Law in 2013, where she served as President of the Art Law Alliance and Vice President of the Minority Law Caucus. She earned her undergraduate degree from Brigham Young University in 2010, where she majored in Philosophy. Ms. Kennedy is an active member of the Consumer Attorneys Association of Los Angeles (CAALA) and the Los Angeles County Bar Association. Michelle is admitted to practice law in Utah and California.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Brooke Waldrop. Brooke Waldrop is an associate with Capstone Law. Her practice focuses on the pre-litigation analysis of wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work. Ms. Waldrop graduated from University of Utah S.J. Quinney College of Law in 2008, where she was a member of Extra Muros, an international law journal and think tank. During law school, she volunteered and clerked for the Disability Law Center, International Rights Advocates in Washington, D.C., the Utah Crime Victims Legal Center, and the Utah Council for Victims of Crime. After law school, Brooke obtained an MFA at USC's School of Cinematic Arts Writing for Screen and Television program where she was also awarded the prestigious Annenberg Fellowship. Before joining Capstone as an associate, she worked at Capstone as a contract attorney and settled a copyright infringement suit for a commercially-successful property. She earned her undergraduate degree from Westminster College of Salt Lake, majoring in Political Studies with an emphasis in Philosophy, and minoring in Theater, where she graduated summa cum laude.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 (“PAGA”),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
27
28

Case No.: 30-2016-00861544-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
JAMES HAWKINS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

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DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiffs (“Plaintiffs” or “Class Representatives”) and more specifically Plaintiff Miguel Zaldivar Avila, who filed this class action on behalf of the Class. I submit this supplemental declaration in support of the motion for final approval (“Motion”) of the Settlement and attorneys’ fees, costs and class representative enhancements. I am a partner at James Hawkins APLC. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. I was admitted to practice law in California in 1997. Since that time, I have devoted my practice to representing employees in wage and hour matters. I have been certified and approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others before federal and state courts. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

- a. ***Carey, et. al. v. Arthur J. Gallagher, et. al.***, USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs’ counsel co-lead counsel.
- b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for “off the clock”, overtime and meal and rest break violations for production workers in the State of California. Plaintiff’s Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period

violations for retail employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff's counsel lead trial counsel and class counsel.
- f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in

the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

- i. ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.
- k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.
- m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- 1 n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No.
2 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
3 employees of defendant in the State of California. Plaintiff's counsel appointed
4 as lead counsel. Case settled, Final Approval granted, no objections and funds
5 fully distributed.
- 6 o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case
7 No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal
8 and rest break violations for security guards employed by defendant in the State
9 of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles
12 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
13 unpaid meal and rest break violations for production employees employed by
14 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
15 Case settled, Final Approval granted, no objections and funds fully distributed.
- 16 q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court,
17 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for
18 meal and rest break violations for restaurant employees employed by defendant
19 in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case
20 settled, Final Approval granted, no objections and funds fully distributed.
- 21 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No.
22 BC 330145. Wage and Hour Class Action seeking past wages of overtime for
23 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the
24 State of California. Plaintiff's counsel appointed as co-lead counsel. Case
25 settled, Final Approval granted, no objections and funds fully distributed.
- 26 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case
27 No. CGC-07-461612. Wage and Hour Class Action
28 seeking past wages for meal and rest break violations for retail employees

employed by defendant in the State of California.

Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

3. The following is a list of recent cases in which my hourly rates were approved: Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, LASC, Case No. JCCP 4545. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for security guards employed by defendant in the State of California. Case settled for \$130 million for 11,000 security guards, final approval given October 19, 2019, rates approved at \$850 per hour; Plaintiff's counsel appointed as co-lead counsel. Locasio, et. al. v. Hertz, et. al., SDSC Case No. 37-2015-00020830-CU-OE-CTL- Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for non exempt customer service employees employed by defendant in the State of California,

1 rates approved in 2017 at \$800 per hour; Attia, et. al. v. Neiman Marcus Group, LLC, et. al.,
2 USDC Central District; Wage and Hour Class Action-settled and rates approved in January
3 2019 at \$825.00; Caufield, et. al. v. ITS Logistics, Inc., SDSC Case No.: 37-2016-00044111-
4 CU-OE-CTL; Wage and Hour Class Action-final approval May 2019, hourly rates approved at
5 \$850 per hour.

6
7 4. Here, the Parties' agreement to pay Class Counsel Fees of 30% of the
8 settlement amount is reasonable. The fees requested are even more reasonable due to
9 the increase in the settlement, and no increase in our fee request. The fee request now is 30% of
10 the settlement amount due to the increased settlement amount. My firm and I, along with co-
11 counsel have been the only counsel to represent Plaintiffs and the Settlement Class in this
12 matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee
13 basis. The legal issues raised in this case are complex and drew significantly upon my
14 experience and the extensive review and analysis of documents and information by me and
15 others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very
16 least, on the low side of the market rate for contingency fees.

17
18 5. Based upon my experience in litigating wage and hour class actions, the
19 class response, and the previous hourly rates approved by various court's, along with my
20 experience prosecuting wage and hour class actions, the hourly rates and hours expended
21 prosecuting this wage and hour class action to a successful resolution are reasonable. I am of the
22 opinion that the proposed Settlement continues to be fair reasonable and adequate and in the
23 best interest of the Class Members, and the Court should grant final approval of the Settlement
24 along with the requested fees, costs and enhancements.

25 I declare under penalty of perjury that the foregoing is true and correct. Executed on
26 this 27th day of November, 2019 at Irvine, California.

27 /s/ James Hawkins

28 JAMES HAWKINS, ESQ.

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8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
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Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF GREGORY MAURO IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

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DECLARATION OF GREGORY MAURO

I, Gregory Mauro, declare as follows:

1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiffs ("Plaintiffs" or "Class Representatives"), who filed this class action on behalf of the Class. I submit this Declaration in support of the Motion for Final Approval and for Attorneys' Fees, Costs, and Incentive Award ("Motion"). I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Based upon Class Counsels' independent investigations and evaluations, after taking into account the sharply disputed factual and legal issues involved in this matter, Defendants' defenses, the risks attending further prosecution, the discovery and investigation conducted to date, the pending appeal, and the substantial benefits received under the Settlement, I respectfully believe that the proposed Settlement for the consideration and on the terms set forth therein is fair, reasonable and adequate and is in the best interests of Plaintiffs and the Class Members as detailed in the motion for preliminary approval and supporting declarations, and the Court should grant preliminary approval.

3. I have been working with James Hawkins of James Hawkins, APLC, formerly of Hawkins & Sofonio since the commencement of my practice of law in 2002. Since then, I have been committed solely to representing Plaintiffs in both individual employment litigation and complex wage and hour class actions.

4. In approximately 2003 to 2004, I began to focus almost exclusively in class action litigation. In my practice as a class action Plaintiffs' attorney, I have been involved in litigating, mediating and settling numerous wage and hour class actions dealing with class sizes ranging from several hundred to several thousand class members resulting in settlements ranging from six figures to multimillion dollar settlements.

1 5. The following is a non-exhaustive list of class action cases I have
2 successfully Litigated as counsel of record; Walker v. Sharkeez, et al. OCSC, No. 05CC00293
3 [Wage and Hour Class Action]; Velasquez-Lopez v. Hotel Cleaning Services, Inc., RIC 420909
4 [Wage and Hour Class Action]; Acosta v. Fleetwood Travel Trailers of California, Inc., et al.,
5 RSC, No. RIC 440630 [Wage and Hour Class Action]; Defries v. Domain Restaurants, et al.,
6 OCSC No. 05CC00128 [Wage and Hour Class Action]; Denton v. BLB Enterprises, Inc., et al.,
7 OCSC No. 07CC01292 [Wage and Hour Class Action]; Gonzalez v. Superior Industries
8 International, Inc., et al., LASC No. BC 357912 [Wage and Hour Class Action]; Martinez v.
9 Securitas Security Services USA, et al., SCSC No. 105-CV047499, et al. J.C.C.P. No. 4460
10 [Wage and Hour Class Action]; Osuna v. DFG Restaurants, Inc., et al., LASC No. BC 330145
11 [Wage and Hour Class Action]; Padron v. Universal Protection Service, OCSC No. 05CC00013
12 [Wage and Hour Class Action]; Willems v. Diedrich Coffee, Inc., OCSC No. 07CC00015;
13 Almero v. Quest Diagnostics, et. al.; USDC, CENTRAL DISCTRICT- Case No.: SACV 08-
14 0794 [Wage and Hour Class Action]; Carey, et. al. v. Arthur J. Gallagher, et. al., USDC,
15 SOUTHERN DISCTRICT- Case No.: 09-cv-0168 [Wage and Hour Class Action]; Gutierrez, et.
16 al. v. Hilton Hotel Corp., et. al.; Orange County Superior Court, Case No. 30-2009-00282002
17 [Wage and Hour Class Action]; Herrador v. Culligan International Company, et al., USDC,
18 CENTRAL DISTRICT, Case No. SACV 08-680 [Wage and Hour Class Action]; Vargas v.
19 Sunopta, et. al. Orange County Superior Court Case NO. 30-2008-00100091 [Wage and Hour
20 Class Action].

21
22 6. The following is a non-exhaustive list of other class action cases that I
23 am currently litigating: Lewis, Leal, et. al. v. Express Messenger Systems, LLC, et. al., LASC
24 Case No. BC501521, Wage and Hour Class Action seeking past wages for overtime, meal and
25 rest period violations for misclassified drivers-class certified-pending trial; Cole, et. al. v. CRST
26 Van Expedited, et. al.; USDC, CENTRAL DISCTRICT, EASTERN DIVISION- Case No.:
27 EDCV 08-1570, Wage and Hour Class Action seeking past wages for overtime, meal and rest
28 period violations for security guards employed by defendant in the State of California;

1 Coordination Proceeding Special Title [Rule 1550(b)] California Logistics Wage and Hour
2 Cases, Los Angeles Superior Court, Case No. JCCP 4622, Wage and Hour Class Action seeking
3 past wages for overtime, meal and rest period violations for misclassified drivers employed by
4 defendant in the State of California. Gonzalez v. Robertson's Ready Mix, Ltd., Riverside County
5 Superior Court, Case No. RIC 110770, Wage and Hour Class Action seeking past wages.

6
7 7. The following is a non-exhaustive list of class action cases in which I
8 was either counsel or co-lead counsel in which final approval and attorneys' fees were granted
9 along with my corresponding hourly rates approved by the various courts throughout my class
10 action career: Walker v. Surf City Hospitality, aka Sharkeez, et al. OCSC, No. 05CC00293,
11 hourly rate approved in 2006 at \$350.00 per hour; Padron v. Universal Protection Service,
12 OCSC No. 05CC00013 and JCCP 4480, hourly rate approved in 2008 at \$400.00 per hour;
13 Davila v. Beckman Coulter, Inc., OCSC No. 07CC01347, hourly rate approved in 2009 at
14 \$500.00 per hour; Perez v. Naked Juice Company of Glendora, Inc., et. al., LASC No.
15 BC387088, hourly rate approved in 2009 at \$500.00 per hour; Gonzalez v. Superior Industries
16 International, Inc., et al., LASC No. BC 357912, approved fees of 33.3% of total settlement
17 amount; Wilson v. MCP Foods, Inc. aka Firmenich, OCSC No. 30-2008-00065584-CU-OE-
18 CXC, hourly rate approved in 2010 at \$500.00 per hour; Garcia v. Quiksilver, Inc., OCSC Case
19 No. 30-2008-00083896-CU-OE-CXC, hourly rate approved in 2011 at \$500 per hour; Gutierrez,
20 et. al. v. Hilton Hotels Corp., OCSC No. 30-2009-00282002-CU-OE-CXC, hourly rate
21 approved in 2011 at \$550.00 per hour; Sanchez v. HVM LQ Management, LLC, USDC Central
22 District No. SA CV11-00123 JAK (PJWx), hourly rate approved in 2012 at \$560.00 per hour;
23 Esquivel v. Fairmont Hotels and Resorts, U.S., Inc., Case No. 30-2010-00418849-CU-OE-CXC,
24 hourly rate approved in 2012 at \$600.00 per hour; Galvez v. Walt Disney Parks and Resorts
25 U.S., Inc., OCSC NO. 30-2011-00473272-CU-OE-CXC, hourly rate approved in 2013 at
26 \$600.00 per hour; Fernando v. GCS Service, Inc., OCSC No. 30-2011-00473162-CU-OE-CXC,
27 hourly rate approved in 2013 at \$600.00 per hour; Navarro v. QS Wholesale, Inc., OCSC Case
28 No. 30-2011-00462143-CU-OE-CXC, hourly rate approved in 2013 at \$600.00 per hour;

1 LoCascio, et. al. v. Hertz Local Edition, SDSC Case No. 37-2015-00020830, hourly rate
2 approved in 2017 at \$750 per hour; Wage and Hour Class Action seeking past minimum wages
3 and meal and rest break violations for drivers of Defendant in the State of California;
4 Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases, Los
5 Angeles Superior Court, Case No. JCCP 4545, \$130 million settlement on behalf of 11,000
6 security guards-hourly rate approved in 2019 at \$800.00 per hour; Glass, et. al. v. FMM
7 Enterprises, et. al., SDSC Case No.:37-2017-0031250-CU-OE-CTL, Wage and Hour Class
8 Action seeking past minimum wages and meal and rest break violations for non exempt
9 employees of Defendant in the State of California, hourly rates approved in 2019 at \$800 per
10 hour.

11
12 8. Settlement Class Counsel respectfully requests the Court award its fees in
13 accordance with the percentage of the common fund approach, based upon a reasonable
14 contingency fee on the Total Settlement Amount. Plaintiffs and Settlement Class Counsel
15 respectfully submit the fees provision of the Settlement is fair and can be cross-checked for
16 reasonableness under lodestar. The total billable hours all Class Counsel has invested and will
17 invest in prosecuting this action, should they be approved by this honorable Court, have been
18 substantial. The issues and arguments Settlement Class Counsel has encountered and overcome
19 in arriving at the parties' negotiated settlement terms were also many and complex and required
20 skillful advocacy that can arise only out of experience, professional perspective, and success.
21 Such claims are complex, evidence intensive, and nuanced, and can be very challenging to
22 certify.

23
24 9. Based upon my experience in litigating wage and hour class actions since
25 approximately 2003, I am of the opinion that the proposed Settlement is fair reasonable and
26 adequate and in the best interest of the Class Members, and the Court should grant final
27 approval of the Settlement. The Class was informed each Plaintiff would apply for the attorney
28

1 fees and cost, and enhancement payment, and to date not one Class Member objected and
2 Defendants do not oppose the request.

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4 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
5 27th day of November 2019 at Irvine, California.

6 /s/ Gregory Mauro

7 Gregory Mauro, Esq.
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8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 (“PAGA”),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
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Case No.: 30-2016-00861544-CU-OE-CXC

**[AMENDED PROPOSED] ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES, COSTS AND
EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

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2 Gregory Mauro (SBN 222239)
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6 Attorneys for Plaintiff Miguel Zaldivar Avila
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1 **ORDER**

2 Due and adequate notice having been given to Class Members as required by the Court's
3 Preliminary Approval Order, and the Court having reviewed the Motion for Final Approval of the Class
4 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
5 Enhancement Payments (collectively, the "Motions"), and determining that the settlement is fair,
6 adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore,
7 it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action Settlement and Release and Amendment (collectively, "Settlement
13 Agreement" or "Settlement"), attached collectively hereto as Exhibit 1.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval
23 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly,
24 the Court determines that all Class Members who did not timely and properly opt out of the settlement
25 are bound by this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court
8 with sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other released
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
24 Defendants or any of the other released parties.

25 10. Final approval shall be with respect to: All persons who were employed by Defendants
26 Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd.
27 ("Defendants") in non-exempt positions in the State of California at any time during the period from
28 August 26, 2012 to October 15, 2018 ("Class Members"), and all persons who were employed by

1 Defendants in non-exempt positions in the State of California at any time during the period from June
2 30, 2015 to September 30, 2016 (“Wage Statement Class Members”).

3 11. Only two individuals excluded themselves from the Settlement Class: (1) Mr. Jared C.
4 Ong-Siong and (2) Mr. Jonathan C. Ong-Siong. Their exclusion requests are attached collectively as
5 Exhibit 2.

6 12. Plaintiffs Robert Onofre and Miguel Zaldivar are suitable Class Representatives and are
7 hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs’
8 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
9 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

10 13. The Court hereby awards Class Representative Enhancement Payments of \$7,500, each,
11 for Plaintiffs’ service on behalf of the Settlement Class and for agreeing to general releases of all claims
12 arising out of their employment with Defendants.

13 14. The Court finds that the attorneys at Capstone Law APC and James Hawkins APLC
14 have the requisite qualifications, experience, and skill to protect and advance the interests of the
15 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
16 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and James Hawkins
17 APLC as counsel for the Settlement Class.

18 15. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
19 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
20 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be added to the Net
21 Settlement Amount.

22 16. The Court hereby awards a combined total of \$616,667 in attorneys’ fees and
23 \$35,089.08 in costs and expenses to Capstone Law APC and James Hawkins APLC. The Court finds
24 that the requested award of attorneys’ fees is reasonable for a contingency fee in a class action such as
25 this. Counsel have also established the reasonableness of the requested award of attorneys’ fees via their
26 lodestar crosscheck, and the Court finds that the rates and hours billed are fair and reasonable. Pursuant
27 to Paragraph 31 of the Settlement Agreement, Class Counsel will divide the fee award as follows: Sixty-
28 Five Percent (65%) to Capstone Law APC and Thirty-Five Percent (35%) to James R. Hawkins, APLC.

The allocation of awarded attorneys' fees and costs to Class Counsel is as follows:

Firm	Awarded Attorneys' Fees	Awarded Litigation Costs
Capstone Law APC	\$400,833.55	\$20,804.64
James Hawkins APLC	\$215,833.45	\$14,284.44
Total	\$616,667.00	\$35,089.08

17. The Court approves settlement administration costs and expenses in the amount of \$15,000 to ILYM Group, Inc.

18. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. The terms of the Settlement Agreement and of the Court's Order shall be forever binding on all Participating Class Members. These Class Members have released and forever discharged the Defendants for any and all Released Claims.

19. Plaintiffs shall file and serve a report/declaration summarizing all distributions made pursuant to the approved Settlement on or before June 2, 2020.

20. The Court sets an OSC re Compliance with the terms of the Settlement for June 12, 2020.

IT IS SO ORDERED.

Dated: _____

Hon. Peter Wilson
Orange County Superior Court Judge

Exhibit 1

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
10

11 ROBERT ONOFRE, as an aggrieved employee
12 pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
17 California corporation; PHR MANAGEMENT,
18 INC., a California corporation; KEN REAL
19 ESTATE LEASE LTD., a business entity of
20 unknown form; and DOES 1 through 10,
21 inclusive,

22 Defendants.

23 MIGUEL ZALDIVAR AVILA, individually
24 and on behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 ANAHEIM MAJESTIC GARDEN HOTEL,
28 business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement
3 Agreement") is made and entered into by and between Plaintiffs Robert Onofre and Miguel Zaldivar
4 Avila ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly
5 situated, and Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate
6 Lease Ltd. ("Defendants") (collectively with Plaintiffs, the "Parties").

7 **DEFINITIONS**

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

10 1. "Actions" means *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-
11 CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-
12 2016-00871797-CU-OE-CXC (Orange County Superior Court).

13 2. "Atorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
14 approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred
15 and to be incurred by Class Counsel in the Actions, including but not limited to, costs associated with
16 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
17 securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a
18 Judgment terminating the Actions, and expenses for any experts. Class Counsel will request attorneys'
19 fees not in excess of one-third (1/3) of the Class Settlement Amount, or Six Hundred Sixteen Thousand
20 Six Hundred Sixty Seven Dollars (\$616,667). The Attorneys' Fees and Costs will also mean and include
21 the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and
22 settlement of the Actions, up to Fifty Thousand Dollars (\$50,000), subject to the Court's approval.
23 Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set
24 forth above.

25 3. "Class Counsel" means Capstone Law APC and James W. Hawkins, APLC.

26 4. "Class List" means a complete list of all Class Members that Defendants will diligently
27 and in good faith compile from their records and provide to the Settlement Administrator and to Class
28 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List

1 will be formatted in Microsoft Office Excel and will include each Class Member's full name; most
2 recent mailing address and telephone number; Social Security number; dates of employment; the
3 respective number of Workweeks that each Class Member worked during the Class Period; and any
4 other relevant information needed to calculate settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
6 Defendants in non-exempt positions in the State of California at any time during the period from August
7 26, 2012 through October 15, 2018.

8 6. "Class Period" means the period from August 26, 2012 through October 15, 2018.

9 7. "Class Representative Enhancement Payments" means the amounts to be paid to
10 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
11 and for their general release of claims. Subject to the Court granting final approval of this Settlement
12 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
13 Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500), each.

14 8. "Class Settlement Amount" means the Class Settlement Amount of One Million Eight
15 Hundred Fifty Thousand Dollars (\$1,850,000), to be paid by Defendants in full satisfaction of all
16 Released Claims arising from the Actions, which includes all Individual Settlement Payments to
17 Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative
18 Enhancement Payments to Plaintiffs, the LWDA Payment, and Settlement Administration Costs to the
19 Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and
20 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no
21 event will Defendants be liable for more than the Class Settlement Amount except as otherwise
22 explicitly set forth herein. There will be no reversion of the Class Settlement Amount to Defendants.
23 Defendants will be separately responsible for any employer payroll taxes required by law, including the
24 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement
25 Amount.

26 9. "Court" means the Orange County Superior Court.

27 10. "Defendants" means Defendants Anaheim Majestic Garden Hotel, PHR Management,
28 Inc., and Ken Real Estate Lease Ltd.

1 11. “Effective Date” means the latter of: (i) if no timely objections are filed by Class
2 Members or the LWDA, or are withdrawn prior to final approval, the date upon which the Court enters
3 an order granting final approval of the Joint Stipulation of Class Action Settlement and Release; or (ii) if
4 timely objections are filed and not withdrawn, then either the final resolution of any appeals timely filed,
5 or the expiration date of the time for filing or noticing any such appeals.

6 12. “Individual Settlement Payment” means each Participating Class Member’s respective
7 share of the Net Settlement Amount.

8 13. “Labor and Workforce Development Agency Payment” or “LWDA Payment” means
9 the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency
10 (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
11 §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Class
12 Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA.
13 Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars
14 (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
15 Development Agency, and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars
16 (\$12,500), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

17 14. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
18 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
19 LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
20 to Participating Class Members. There will be no reversion of the Net Settlement Amount to
21 Defendants.

22 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
24 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
26 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
27 at the Fairness Hearing. Any Class Member who does not submit a timely written objection to the
28 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,

1 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
2 Settlement, by appeal or otherwise. Class Members who submit Notices of Objection must make
3 themselves available for deposition.

4 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
5 attached as Exhibit A.

6 17. "Parties" means Plaintiffs and Defendants collectively.

7 18. "Participating Class Members" means all Class Members who do not submit timely and
8 valid Requests for Exclusion.

9 19. "Plaintiffs" means Plaintiffs Robert Onofre and Miguel Zaldivar Avila.

10 20. "Preliminary Approval" means the Court order granting preliminary approval of the
11 Settlement Agreement.

12 21. "Released Claims" means: (1) for all Class Members, all claims, rights, demands,
13 liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of
14 operative facts as those set forth in the operative complaints in the Actions that accrued during the Class
15 Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii)
16 all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon
17 termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the
18 failure to reimburse for necessary business expenses; and (vii) all claims asserted through California
19 Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the
20 preceding claims ("Released Class Claims"); and (2) for all Wage Statement Class Members, all claims,
21 rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to,
22 the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class
23 Period, including all claims asserted through California Business & Professions Code §§ 17200, *et seq.*,
24 and California Labor Code §§ 2698, *et seq.* based on the allegation that Defendant issued non-compliant
25 wage statements ("Released Wage Statement Claims").

26 22. "Released Parties" means Defendants; their past or present officers, directors,
27 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
28 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,

1 affiliates, parents and attorneys, if any.

2 23. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
3 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
4 address, telephone number and last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
6 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
7 and (v) be faxed or postmarked on or before the Response Deadline.

8 24. "Response Deadline" means the deadline by which Class Members must postmark or
9 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
10 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
11 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
12 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
13 on which the U.S. Postal Service is open.

14 25. "Settlement Administration Costs" means the costs payable from the Class Settlement
15 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
16 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
17 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
18 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
19 any such costs in excess of the amount represented by the Settlement Administrator as being the
20 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
21 approximately Three Hundred and Fifty (350) Class Members, the Settlement Administration Costs are
22 currently estimated to be Fifteen Thousand Dollars (\$15,000).

23 26. "Settlement Administrator" means __, or any other third-party class action settlement
24 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
25 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
26 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
27 conflict of interest.

28 27. "Wage Statement Class Members" means all persons who were employed by

1 Defendants in non-exempt positions in the State of California at any time during the period from June
2 30, 2015 to September 30, 2016.

3 28. "Wage Statement Class Period" means the period from June 30, 2015 to September 30,
4 2016.

5 29. "Workweeks" means the number of days of employment for each Class Member during
6 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
7 the nearest whole number. All Class Members will be credited with at least one Workweek.

8 TERMS OF AGREEMENT

9 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
10 follows:

11 30. Funding of the Class Settlement Amount. Defendants will make a one-time deposit of
12 the Class Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) into a
13 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay
14 the employer's share of payroll taxes separately. After the Effective Date, the Class Settlement Amount
15 will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
16 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
17 Administration Costs. Defendants will deposit the Class Settlement Amount and the employer's share of
18 payroll taxes within ten (10) calendar days of the Effective Date.

19 31. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
20 or motion by Class Counsel for Attorneys' Fees and Costs of not more than Six Hundred Sixteen
21 Thousand Six Hundred Sixty Seven Dollars (\$616,667), plus the reimbursement of costs and expenses
22 associated with Class Counsel's litigation and settlement of the Actions, not to exceed Fifty Thousand
23 Dollars (\$50,000), both of which will be paid from the Class Settlement Amount. Class Counsel will
24 divide any fee award as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-Five
25 Percent (35%) to James W. Hawkins, APLC.

26 32. Class Representative Enhancement Payments. In exchange for a general release, and in
27 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants
28 agree not to oppose or impede any application or motion for Class Representative Enhancement

1 Payments of Seven Thousand Five Hundred Dollars (\$7,500), each, to Plaintiffs. The Class
2 Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in
3 addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be
4 solely and legally responsible to pay any and all applicable taxes on the Class Representative
5 Enhancement Payment.

6 33. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments from the Class
8 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
9 which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting
10 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
11 Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and
12 declarations.

13 34. LWDA Payment. Subject to Court approval, the Parties agree that the amount of Fifty
14 Thousand Dollars (\$50,000) from the Class Settlement Amount will be designated for satisfaction of
15 Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or
16 Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and
17 Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will become part of
18 the Net Settlement Amount.

19 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
20 Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by
21 Defendants.

22 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
24 Member worked during the Class Period. Eighty Percent (80%) of the Net Settlement Amount will be
25 allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net
26 Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement
27 Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund
28 will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class

1 Member.

2 36(a) Class Member Fund: The Settlement Administrator will calculate the total
3 number of Workweeks worked by all Class Members during the Class Period. To
4 determine each Class Member's share of the Class Member Fund, the Settlement
5 Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member}$
6 Fund. The entire Class Member Fund will be disbursed to all Class Members who do
7 not submit timely and valid Requests for Exclusion. If there are any valid and timely
8 Requests for Exclusion, the Settlement Administrator shall proportionately increase each
9 Participating Class Member's share of the Class Members Fund to ensure that the entire
10 Class Member Fund is distributing to Participating Class Members.

11 36(b) Wage Statement Fund: The Settlement Administrator will calculate the
12 total number of Workweeks worked by all Wage Statement Class Members during the
13 Wage Statement Class Period. To determine each Wage Statement Class Member's
14 share of the Wage Statement Fund, the Settlement Administrator will use the following
15 formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement}$
16 Fund. If there are any valid and timely Requests for Exclusion, the Settlement
17 Administrator shall proportionately increase each Participating Wage Statement Class
18 Member's share of the Wage Statement Fund to ensure that the entire Wage Statement
19 Fund is distributing to Participating Wage Statement Class Members.

20 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
22 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
23 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
24 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
25 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
26 or amounts to which any Class Members may be entitled under any benefit plans.
27
28

1 38. Administration Process. The Parties agree to cooperate in the administration of the
2 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
3 administration of the Settlement.

4 39. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
5 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

6 40. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
7 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
8 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
9 List.

10 41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
11 Administrator will perform a search based on the National Change of Address Database for information
12 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
13 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
14 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
15 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
16 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
17 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
18 involved, and will then perform a single re-mailing.

19 42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
20 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's
21 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
22 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
23 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
24 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
25 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
26 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

27 43. Disputed Information on Notice Packets. Class Members will have an opportunity to
28 dispute the information provided in their Notice Packets. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator
3 will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator
4 will evaluate the evidence submitted by the Class Member and will make the final decision as to the
5 merits of the dispute. All disputes will be decided within ten (10) business days of the Response
6 Deadline.

7 44. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
8 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
9 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
12 have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure
13 letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request
14 for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

15 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
18 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
19 for Exclusion has been timely submitted.

20 46. Settlement Class Size. The Class Settlement Amount was calculated with, and is
21 premised on, the understanding that there are approximately Three Hundred and Fifty (350) Class
22 Members eligible to participate in the Settlement. If the number of Class Members stated in this
23 paragraph increases by more than ten percent (10%), then the Net Settlement Amount will be increased
24 by the same proportion.

25 47. Released Claims as of the Effective Date. On the Effective Date, all Participating Class
26 Members will release the Released Class Claims that accrued during the Class Period, and all
27 Participating Wage Statement Class Members will release the Released Wage Statement Claims that
28 accrued during the Wage Statement Class Period.

1 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement.

6 49. Objection Procedures. To object to the Settlement Agreement, a Class Member must
7 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
8 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
9 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
10 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
11 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
12 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
13 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
14 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
15 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
16 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
17 Class Members with respect to any such objections to this Settlement.

18 50. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
21 the Settlement, and whether any Class Member has submitted a challenge to any information contained
22 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
23 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
24 requested.

25 51. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
26 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class
27 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.
28 The Settlement Administrator will also issue a payment to itself for Court-approved services performed

1 in connection with the Settlement.

2 52. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
3 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
4 more than one hundred and twenty (120) calendar days after issuance will be tendered to the California
5 Department of Industrial Relations Unpaid Wage Fund (*see* Cal. Lab. Code § 96.6).

6 53. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
10 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
11 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
12 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

13 55. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
15 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
16 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
17 and penalties to the appropriate government authorities.

18 56. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
19 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
21 regard.

22 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
26 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
27 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
28 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED

1 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 58. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
20 action or right herein released and discharged.

21 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
25 likewise be treated as void from the beginning.

26 60. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
28 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)

1 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final
2 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
3 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
4 Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
5 Settlement, and will include the proposed Notice Packet, which will include both the proposed Notice of
6 Class Action Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting
7 all documents necessary to obtain preliminary approval.

8 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
11 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
12 Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement
13 Payments; (iv) the LWDA Payment; (v) all Settlement Administration Costs. The Final
14 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar days after the
15 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain
16 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
17 application to be heard at the final approval hearing.

18 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
20 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
21 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
22 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
23 court rules or as set forth in this Settlement Agreement.

24 63. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released
25 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to
26 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
27 not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
28 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the

1 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
2 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
3 Civil Code or similar provisions of applicable law which are as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
7 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
8 SETTLEMENT WITH THE DEBTOR.

9 64. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
10 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
11 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 65. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
15 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
16 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
17 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
18 contradict the terms of this Settlement Agreement.

19 66. Amendment or Modification. No amendment, change, or modification to this
20 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
26 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
27 unable to reach agreement on the form or content of any document needed to implement the Settlement,
28 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,

1 the Parties may seek the assistance of the Court to resolve such disagreement.

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

4 69. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
5 will be governed by and interpreted according to the laws of the State of California.

6 70. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
9 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange
10 among themselves original signed counterparts.

11 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
13 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each
15 represented by competent counsel and that they have had an opportunity to consult with their counsel
16 regarding the fairness and reasonableness of this Settlement.

17 72. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

21 73. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
23 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
24 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

25 74. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
26 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification for
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in
2 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
3 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

4 75. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendants do not admit, and specifically deny, that it violated any federal,
7 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
8 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
9 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
10 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
11 negotiations connected with it, will be construed as an admission or concession by Defendants of any
12 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local or other applicable law.

17 76. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have any
19 communication with the press about the fact, amount or terms of the Settlement.

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

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

1 79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one party than another merely by virtue of the fact that it may have been prepared
4 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
5 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

10 81. All Terms Subject to Final Court Approval. All amounts and procedures described in
11 this Settlement Agreement herein will be subject to final Court approval.

12 82. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
13 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
14 Settlement Agreement.

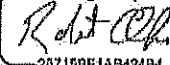
15 83. Binding Agreement. The Parties warrant that they understand and have full authority to
16 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
17 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure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

20
21 **READ CAREFULLY BEFORE SIGNING**

22
23
24 Dated: 1/7/2019

PLAINTIFF

DocuSigned by:



207188E1A8424M

Robert Onofre

PLAINTIFF

25
26
27 Dated: _____

Miguel Zaldivar Avila

79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Robert Onofre

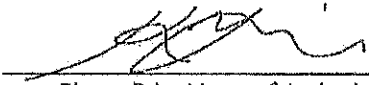
PLAINTIFF

Dated: 12-31-18

Miguel Angel Z.
Miguel Zaldivar Avila

DEFENDANTS ANAHEIM MAJESTIC
GARDEN HOTEL, PHR MANAGEMENT,
INC., AND KEN REAL ESTATE LEASE LTD.

Dated: 1/4/2019


Please Print Name of Authorized Signatory

KEN YANAGIDAWA

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 23, 2019

By: 
Raul Perez
Attorneys for Plaintiff Robert Onofre

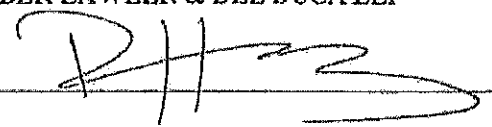
JAMES W. HAWKINS, APLC

Dated: January 02, 2019

By: 
James W. Hawkins
Attorneys for Plaintiff Miguel Zaldivar Avila

ZUBER LAWLER & DEL DUCA LLP

Dated: 1/9/19

By: 

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class

Representative Enhancement Payments of \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$ _____ from the Class Fund and \$ _____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 80% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 20% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims ("Released Class Claims"); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements ("Released Wage Statement Claims").

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**REVISED AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Date: June 13, 2019
Time: 2:00 p.m.
Place: Department CX102

This Amendment (“Amendment”) to the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiffs Robert Onofre and Miguel Zaldivar, as individuals and on behalf of the proposed Settlement Class, and Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. (“Defendants”) (collectively with Plaintiffs, the “Parties”) (collectively with Plaintiff, the “Parties”), pursuant to Paragraph 66 of the Settlement Agreement, which provides: “No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.” This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement will be interpreted and construed in favor of this Amendment.

1. “Amended Notice of Class Action Settlement” means the Notice of Class Action Settlement (“Class Notice”), substantially in the form attached as Exhibit A, that will be mailed to all Class Members.

3. “Request for Exclusion” means the form attached as Exhibit B that Class Members must postmark to the Settlement Administrator on or before the Response Deadline to opt out of the

1 Settlement Class.

2 4. "Response Deadline" means the deadline by which Class Members must postmark or
3 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
4 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
5 mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day
6 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
7 on which the U.S. Postal Service is open.

8 5. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class
9 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
10 administering this Settlement. The Parties each represent that they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
12 could create a conflict of interest.

13 6. All Individual Settlement Payments will be allocated as follows: (i) Twenty-Five
14 Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms
15 W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated as non-wages for which IRS Forms
16 1099-MISC will be issued.

17 7. Prior to mailing the Class Notices, the Settlement Administrator will perform a search
18 based on the National Change of Address Database for information to update and correct for any known
19 or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-
20 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to
21 the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
22 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
24 address and/or Social Security number of the Class Member involved, and will then perform a single re-
25 mailing. Those Class Members who receive a re-mailed Class Notice will have between the later of (i)
26 an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion
27 or an objection to the Settlement.

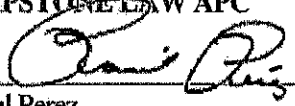
28 8. Funds represented by Individual Settlement Payment checks returned as undeliverable

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

5
6
7 Dated: June 6, 2019

CAPSTONE LAW APC

By: 

Raul Perez

Attorneys for Plaintiff Robert Onofre

8
9
10 Dated: June 05, 2019

JAMES W. HAWKINS, APC

By: 

James W. Hawkins

Attorneys for Plaintiff Miguel Zaldivar Avila

11
12
13
14 Dated: _____

ZUBER LAWLER & DEL DUCA LLP

By: _____

Agnès M. Sullivan

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

6 **CAPSTONE LAW APC**

7 Dated: _____

7 By: _____

8 Raul Perez
9 Attorneys for Plaintiff Robert Onofre

10 **JAMES W. HAWKINS, APLC**

11 Dated: _____

11 By: _____

12 James W. Hawkins
13 Attorneys for Plaintiff Miguel Zaldivar Avila

14 **ZUBER LAWLER & DEL DUCA LLP**

15 Dated: _____

15 By:  _____

16 Agnès M. Sullivan
17 Attorneys for Defendants Anaheim Majestic Garden
18 Hotel, PHR Management, Inc., and Ken Real Estate
19 Lease Ltd.
20
21
22
23
24
25
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Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

*Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***-***-*****

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses ~~currently estimated at~~ up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 8025% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 2075% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: Anaheim Majestic Class Action Settlement

Settlement Administrator

_____/c/o _____ILYM Group, Inc.

P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection ~~accompanied by any legal support for such objection~~; (3) copies of any ~~papers, briefs, or other~~ documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: ~~Number~~ (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
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Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit B

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.

Exhibit 2

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.

Exhibit 2



Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)

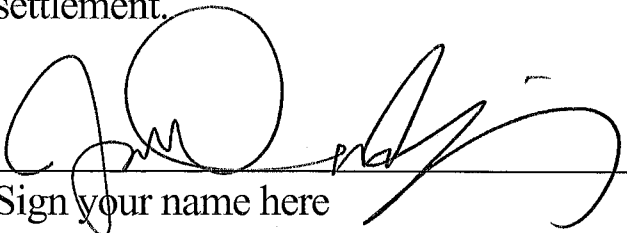
EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888)845-6185

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I JARED ONG-SIONG request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.


Sign your name here

JARED ONG-SIONG
Print your name here

Address

Telephone

Last Four Digits of Social Security No.



Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888)845-6185

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I JONATHAN ONG-SIONG request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

JOS
Sign your name here

JONATHAN ONG-SIONG
Print your name here

[REDACTED]
Address

[REDACTED]
Telephone

[REDACTED]
Last Four Digits of Social Security No.

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr.(SBN 119119)
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3 Molly Ann DeSario (SBN 230763)
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4 Jonathan Lee (SBN 267146)
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5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 (“PAGA”),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
27
28

Case No.: 30-2016-00861544-CU-OE-CXC

[AMENDED PROPOSED] JUDGMENT

1 James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676

6 Attorneys for Plaintiff Miguel Zaldivar Avila
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1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement
3 and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments
4 (the "Order Granting Final Approval"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as
5 follows:

6 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
7 findings of, the Court's Order Granting Final Approval and the Joint Stipulation of Class Action
8 Settlement and Release and Amendment (collectively, "Settlement Agreement"), attached collectively
9 hereto as Exhibit 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
10 same meaning as defined in the Settlement Agreement.

11 2. As provided by the Order Granting Final Approval, all Class Members who did not
12 timely and properly opt out from the Settlement are barred from pursuing, or seeking to reopen, any of
13 the Released Claims, as defined by the Settlement Agreement. Consistent with the definitions provided
14 in the Settlement Agreement, the Settlement Class consists of: All persons who were employed by
15 Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd.
16 ("Defendants") in non-exempt positions in the State of California at any time during the period from
17 August 26, 2012 to October 15, 2018 ("Class Members"), and all persons who were employed by
18 Defendants in non-exempt positions in the State of California at any time during the period from June
19 30, 2015 to September 30, 2016 ("Wage Statement Class Members").

20 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
21 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for
22 purposes of enforcing the terms of the Judgment entered herein.

23 4. This document shall constitute a judgment (and separate document constituting said
24 judgment) for purposes of California Rules of Court, Rule 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26
27 Dated: _____

28 _____
Hon. Peter Wilson
Orange County Superior Court Judge

Exhibit 1

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
10

11 ROBERT ONOFRE, as an aggrieved employee
12 pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
17 California corporation; PHR MANAGEMENT,
18 INC., a California corporation; KEN REAL
19 ESTATE LEASE LTD., a business entity of
20 unknown form; and DOES 1 through 10,
21 inclusive,

22 Defendants.

23 MIGUEL ZALDIVAR AVILA, individually
24 and on behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 ANAHEIM MAJESTIC GARDEN HOTEL,
28 business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement
3 Agreement") is made and entered into by and between Plaintiffs Robert Onofre and Miguel Zaldivar
4 Avila ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly
5 situated, and Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate
6 Lease Ltd. ("Defendants") (collectively with Plaintiffs, the "Parties").

7 **DEFINITIONS**

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

10 1. "Actions" means *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-
11 CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-
12 2016-00871797-CU-OE-CXC (Orange County Superior Court).

13 2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
14 approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred
15 and to be incurred by Class Counsel in the Actions, including but not limited to, costs associated with
16 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
17 securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a
18 Judgment terminating the Actions, and expenses for any experts. Class Counsel will request attorneys'
19 fees not in excess of one-third (1/3) of the Class Settlement Amount, or Six Hundred Sixteen Thousand
20 Six Hundred Sixty Seven Dollars (\$616,667). The Attorneys' Fees and Costs will also mean and include
21 the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and
22 settlement of the Actions, up to Fifty Thousand Dollars (\$50,000), subject to the Court's approval.
23 Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set
24 forth above.

25 3. "Class Counsel" means Capstone Law APC and James W. Hawkins, APLC.

26 4. "Class List" means a complete list of all Class Members that Defendants will diligently
27 and in good faith compile from their records and provide to the Settlement Administrator and to Class
28 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List

1 will be formatted in Microsoft Office Excel and will include each Class Member's full name; most
2 recent mailing address and telephone number; Social Security number; dates of employment; the
3 respective number of Workweeks that each Class Member worked during the Class Period; and any
4 other relevant information needed to calculate settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
6 Defendants in non-exempt positions in the State of California at any time during the period from August
7 26, 2012 through October 15, 2018.

8 6. "Class Period" means the period from August 26, 2012 through October 15, 2018.

9 7. "Class Representative Enhancement Payments" means the amounts to be paid to
10 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
11 and for their general release of claims. Subject to the Court granting final approval of this Settlement
12 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
13 Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500), each.

14 8. "Class Settlement Amount" means the Class Settlement Amount of One Million Eight
15 Hundred Fifty Thousand Dollars (\$1,850,000), to be paid by Defendants in full satisfaction of all
16 Released Claims arising from the Actions, which includes all Individual Settlement Payments to
17 Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative
18 Enhancement Payments to Plaintiffs, the LWDA Payment, and Settlement Administration Costs to the
19 Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and
20 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no
21 event will Defendants be liable for more than the Class Settlement Amount except as otherwise
22 explicitly set forth herein. There will be no reversion of the Class Settlement Amount to Defendants.
23 Defendants will be separately responsible for any employer payroll taxes required by law, including the
24 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement
25 Amount.

26 9. "Court" means the Orange County Superior Court.

27 10. "Defendants" means Defendants Anaheim Majestic Garden Hotel, PHR Management,
28 Inc., and Ken Real Estate Lease Ltd.

1 11. “Effective Date” means the latter of: (i) if no timely objections are filed by Class
2 Members or the LWDA, or are withdrawn prior to final approval, the date upon which the Court enters
3 an order granting final approval of the Joint Stipulation of Class Action Settlement and Release; or (ii) if
4 timely objections are filed and not withdrawn, then either the final resolution of any appeals timely filed,
5 or the expiration date of the time for filing or noticing any such appeals.

6 12. “Individual Settlement Payment” means each Participating Class Member’s respective
7 share of the Net Settlement Amount.

8 13. “Labor and Workforce Development Agency Payment” or “LWDA Payment” means
9 the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency
10 (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
11 §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Class
12 Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA.
13 Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars
14 (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
15 Development Agency, and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars
16 (\$12,500), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

17 14. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
18 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
19 LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
20 to Participating Class Members. There will be no reversion of the Net Settlement Amount to
21 Defendants.

22 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
24 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
26 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
27 at the Fairness Hearing. Any Class Member who does not submit a timely written objection to the
28 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,

1 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
2 Settlement, by appeal or otherwise. Class Members who submit Notices of Objection must make
3 themselves available for deposition.

4 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
5 attached as Exhibit A.

6 17. "Parties" means Plaintiffs and Defendants collectively.

7 18. "Participating Class Members" means all Class Members who do not submit timely and
8 valid Requests for Exclusion.

9 19. "Plaintiffs" means Plaintiffs Robert Onofre and Miguel Zaldivar Avila.

10 20. "Preliminary Approval" means the Court order granting preliminary approval of the
11 Settlement Agreement.

12 21. "Released Claims" means: (1) for all Class Members, all claims, rights, demands,
13 liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of
14 operative facts as those set forth in the operative complaints in the Actions that accrued during the Class
15 Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii)
16 all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon
17 termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the
18 failure to reimburse for necessary business expenses; and (vii) all claims asserted through California
19 Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the
20 preceding claims ("Released Class Claims"); and (2) for all Wage Statement Class Members, all claims,
21 rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to,
22 the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class
23 Period, including all claims asserted through California Business & Professions Code §§ 17200, *et seq.*,
24 and California Labor Code §§ 2698, *et seq.* based on the allegation that Defendant issued non-compliant
25 wage statements ("Released Wage Statement Claims").

26 22. "Released Parties" means Defendants; their past or present officers, directors,
27 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
28 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,

1 affiliates, parents and attorneys, if any.

2 23. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
3 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
4 address, telephone number and last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
6 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
7 and (v) be faxed or postmarked on or before the Response Deadline.

8 24. "Response Deadline" means the deadline by which Class Members must postmark or
9 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
10 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
11 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
12 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
13 on which the U.S. Postal Service is open.

14 25. "Settlement Administration Costs" means the costs payable from the Class Settlement
15 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
16 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
17 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
18 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
19 any such costs in excess of the amount represented by the Settlement Administrator as being the
20 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
21 approximately Three Hundred and Fifty (350) Class Members, the Settlement Administration Costs are
22 currently estimated to be Fifteen Thousand Dollars (\$15,000).

23 26. "Settlement Administrator" means __, or any other third-party class action settlement
24 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
25 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
26 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
27 conflict of interest.

28 27. "Wage Statement Class Members" means all persons who were employed by

1 Defendants in non-exempt positions in the State of California at any time during the period from June
2 30, 2015 to September 30, 2016.

3 28. "Wage Statement Class Period" means the period from June 30, 2015 to September 30,
4 2016.

5 29. "Workweeks" means the number of days of employment for each Class Member during
6 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
7 the nearest whole number. All Class Members will be credited with at least one Workweek.

8 TERMS OF AGREEMENT

9 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
10 follows:

11 30. Funding of the Class Settlement Amount. Defendants will make a one-time deposit of
12 the Class Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) into a
13 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay
14 the employer's share of payroll taxes separately. After the Effective Date, the Class Settlement Amount
15 will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
16 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
17 Administration Costs. Defendants will deposit the Class Settlement Amount and the employer's share of
18 payroll taxes within ten (10) calendar days of the Effective Date.

19 31. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
20 or motion by Class Counsel for Attorneys' Fees and Costs of not more than Six Hundred Sixteen
21 Thousand Six Hundred Sixty Seven Dollars (\$616,667), plus the reimbursement of costs and expenses
22 associated with Class Counsel's litigation and settlement of the Actions, not to exceed Fifty Thousand
23 Dollars (\$50,000), both of which will be paid from the Class Settlement Amount. Class Counsel will
24 divide any fee award as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-Five
25 Percent (35%) to James W. Hawkins, APLC.

26 32. Class Representative Enhancement Payments. In exchange for a general release, and in
27 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants
28 agree not to oppose or impede any application or motion for Class Representative Enhancement

1 Payments of Seven Thousand Five Hundred Dollars (\$7,500), each, to Plaintiffs. The Class
2 Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in
3 addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be
4 solely and legally responsible to pay any and all applicable taxes on the Class Representative
5 Enhancement Payment.

6 33. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments from the Class
8 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
9 which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting
10 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
11 Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and
12 declarations.

13 34. LWDA Payment. Subject to Court approval, the Parties agree that the amount of Fifty
14 Thousand Dollars (\$50,000) from the Class Settlement Amount will be designated for satisfaction of
15 Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or
16 Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and
17 Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will become part of
18 the Net Settlement Amount.

19 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
20 Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by
21 Defendants.

22 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
24 Member worked during the Class Period. Eighty Percent (80%) of the Net Settlement Amount will be
25 allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net
26 Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement
27 Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund
28 will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class

1 Member.

2 36(a) Class Member Fund: The Settlement Administrator will calculate the total
3 number of Workweeks worked by all Class Members during the Class Period. To
4 determine each Class Member's share of the Class Member Fund, the Settlement
5 Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member}$
6 Fund. The entire Class Member Fund will be disbursed to all Class Members who do
7 not submit timely and valid Requests for Exclusion. If there are any valid and timely
8 Requests for Exclusion, the Settlement Administrator shall proportionately increase each
9 Participating Class Member's share of the Class Members Fund to ensure that the entire
10 Class Member Fund is distributing to Participating Class Members.

11 36(b) Wage Statement Fund: The Settlement Administrator will calculate the
12 total number of Workweeks worked by all Wage Statement Class Members during the
13 Wage Statement Class Period. To determine each Wage Statement Class Member's
14 share of the Wage Statement Fund, the Settlement Administrator will use the following
15 formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement}$
16 Fund. If there are any valid and timely Requests for Exclusion, the Settlement
17 Administrator shall proportionately increase each Participating Wage Statement Class
18 Member's share of the Wage Statement Fund to ensure that the entire Wage Statement
19 Fund is distributing to Participating Wage Statement Class Members.

20 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
22 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
23 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
24 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
25 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
26 or amounts to which any Class Members may be entitled under any benefit plans.
27
28

1 38. Administration Process. The Parties agree to cooperate in the administration of the
2 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
3 administration of the Settlement.

4 39. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
5 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

6 40. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
7 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
8 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
9 List.

10 41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
11 Administrator will perform a search based on the National Change of Address Database for information
12 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
13 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
14 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
15 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
16 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
17 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
18 involved, and will then perform a single re-mailing.

19 42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
20 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's
21 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
22 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
23 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
24 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
25 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
26 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

27 43. Disputed Information on Notice Packets. Class Members will have an opportunity to
28 dispute the information provided in their Notice Packets. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator
3 will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator
4 will evaluate the evidence submitted by the Class Member and will make the final decision as to the
5 merits of the dispute. All disputes will be decided within ten (10) business days of the Response
6 Deadline.

7 44. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
8 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
9 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
12 have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure
13 letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request
14 for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

15 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
18 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
19 for Exclusion has been timely submitted.

20 46. Settlement Class Size. The Class Settlement Amount was calculated with, and is
21 premised on, the understanding that there are approximately Three Hundred and Fifty (350) Class
22 Members eligible to participate in the Settlement. If the number of Class Members stated in this
23 paragraph increases by more than ten percent (10%), then the Net Settlement Amount will be increased
24 by the same proportion.

25 47. Released Claims as of the Effective Date. On the Effective Date, all Participating Class
26 Members will release the Released Class Claims that accrued during the Class Period, and all
27 Participating Wage Statement Class Members will release the Released Wage Statement Claims that
28 accrued during the Wage Statement Class Period.

1 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement.

6 49. Objection Procedures. To object to the Settlement Agreement, a Class Member must
7 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
8 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
9 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
10 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
11 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
12 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
13 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
14 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
15 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
16 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
17 Class Members with respect to any such objections to this Settlement.

18 50. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
21 the Settlement, and whether any Class Member has submitted a challenge to any information contained
22 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
23 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
24 requested.

25 51. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
26 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class
27 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.
28 The Settlement Administrator will also issue a payment to itself for Court-approved services performed

1 in connection with the Settlement.

2 52. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
3 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
4 more than one hundred and twenty (120) calendar days after issuance will be tendered to the California
5 Department of Industrial Relations Unpaid Wage Fund (*see* Cal. Lab. Code § 96.6).

6 53. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
10 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
11 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
12 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

13 55. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
15 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
16 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
17 and penalties to the appropriate government authorities.

18 56. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
19 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
21 regard.

22 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
26 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
27 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
28 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED

1 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 58. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
20 action or right herein released and discharged.

21 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
25 likewise be treated as void from the beginning.

26 60. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
28 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)

1 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final
2 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
3 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
4 Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
5 Settlement, and will include the proposed Notice Packet, which will include both the proposed Notice of
6 Class Action Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting
7 all documents necessary to obtain preliminary approval.

8 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
11 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
12 Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement
13 Payments; (iv) the LWDA Payment; (v) all Settlement Administration Costs. The Final
14 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar days after the
15 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain
16 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
17 application to be heard at the final approval hearing.

18 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
20 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
21 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
22 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
23 court rules or as set forth in this Settlement Agreement.

24 63. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released
25 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to
26 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
27 not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
28 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the

1 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
2 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
3 Civil Code or similar provisions of applicable law which are as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
7 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
8 SETTLEMENT WITH THE DEBTOR.

9 64. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
10 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
11 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 65. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
15 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
16 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
17 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
18 contradict the terms of this Settlement Agreement.

19 66. Amendment or Modification. No amendment, change, or modification to this
20 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
26 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
27 unable to reach agreement on the form or content of any document needed to implement the Settlement,
28 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,

1 the Parties may seek the assistance of the Court to resolve such disagreement.

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

4 69. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
5 will be governed by and interpreted according to the laws of the State of California.

6 70. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
9 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange
10 among themselves original signed counterparts.

11 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
13 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each
15 represented by competent counsel and that they have had an opportunity to consult with their counsel
16 regarding the fairness and reasonableness of this Settlement.

17 72. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
20 valid and enforceable.

21 73. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
23 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
24 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

25 74. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
26 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification for
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in
2 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
3 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

4 75. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendants do not admit, and specifically deny, that it violated any federal,
7 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
8 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
9 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
10 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
11 negotiations connected with it, will be construed as an admission or concession by Defendants of any
12 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local or other applicable law.

17 76. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have any
19 communication with the press about the fact, amount or terms of the Settlement.

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

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

79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

81. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

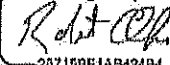
83. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any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

READ CAREFULLY BEFORE SIGNING

Dated: 1/7/2019

PLAINTIFF

DocuSigned by:



207188E1A8424M

Robert Onofre

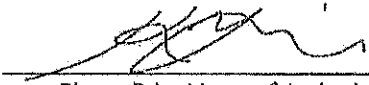
PLAINTIFF

Dated: _____

Miguel Zaldivar Avila

DEFENDANTS ANAHEIM MAJESTIC
GARDEN HOTEL, PHR MANAGEMENT,
INC., AND KEN REAL ESTATE LEASE LTD.

Dated: 1/4/2019


Please Print Name of Authorized Signatory

KEN YANAGIDAWA

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 23, 2019

By: 
Raul Perez
Attorneys for Plaintiff Robert Onofre

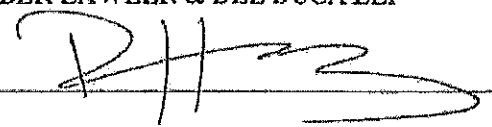
JAMES W. HAWKINS, APLC

Dated: January 02, 2019

By: 
James W. Hawkins
Attorneys for Plaintiff Miguel Zaldivar Avila

ZUBER LAWLER & DEL DUCA LLP

Dated: 1/9/19

By: 

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class

Representative Enhancement Payments of \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$ _____ from the Class Fund and \$ _____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 80% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 20% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims ("Released Class Claims"); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements ("Released Wage Statement Claims").

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**REVISED AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Date: June 13, 2019
Time: 2:00 p.m.
Place: Department CX102

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1 Settlement Class.

2 4. "Response Deadline" means the deadline by which Class Members must postmark or
3 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
4 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
5 mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day
6 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
7 on which the U.S. Postal Service is open.

8 5. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class
9 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
10 administering this Settlement. The Parties each represent that they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
12 could create a conflict of interest.

13 6. All Individual Settlement Payments will be allocated as follows: (i) Twenty-Five
14 Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms
15 W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated as non-wages for which IRS Forms
16 1099-MISC will be issued.

17 7. Prior to mailing the Class Notices, the Settlement Administrator will perform a search
18 based on the National Change of Address Database for information to update and correct for any known
19 or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-
20 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to
21 the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
22 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
24 address and/or Social Security number of the Class Member involved, and will then perform a single re-
25 mailing. Those Class Members who receive a re-mailed Class Notice will have between the later of (i)
26 an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion
27 or an objection to the Settlement.

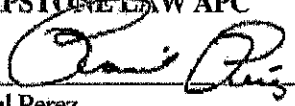
28 8. Funds represented by Individual Settlement Payment checks returned as undeliverable

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

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7 Dated: June 6, 2019

CAPSTONE LAW APC

By: 

Raul Perez

Attorneys for Plaintiff Robert Onofre

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9
10 Dated: June 05, 2019

JAMES W. HAWKINS, APC

By: 

James W. Hawkins

Attorneys for Plaintiff Miguel Zaldivar Avila

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14 Dated: _____

ZUBER LAWLER & DEL DUCA LLP

By: _____

Agnès M. Sullivan

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

6 **CAPSTONE LAW APC**

7 Dated: _____

7 By: _____

8 Raul Perez
9 Attorneys for Plaintiff Robert Onofre

10 **JAMES W. HAWKINS, APLC**

11 Dated: _____

11 By: _____

12 James W. Hawkins
13 Attorneys for Plaintiff Miguel Zaldivar Avila

14 **ZUBER LAWLER & DEL DUCA LLP**

15 Dated: _____

15 By:  _____

16 Agnès M. Sullivan
17 Attorneys for Defendants Anaheim Majestic Garden
18 Hotel, PHR Management, Inc., and Ken Real Estate
19 Lease Ltd.
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Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

*Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***-***-*****

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses ~~currently estimated at~~ up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 8025% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 2075% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: Anaheim Majestic Class Action Settlement

Settlement Administrator

_____/c/o _____ILYM Group, Inc.

P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection ~~accompanied by any legal support for such objection~~; (3) copies of any ~~papers, briefs, or other~~ documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: ~~Number~~ (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 _m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit B

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.

Exhibit 2

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims ("Released Class Claims"); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements ("Released Wage Statement Claims").

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

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James Hawkins APLC
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Phone: (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.