

LAW OFFICES OF MARK YABLONOVICH
Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
Tony Roberts (SBN 315595)
Tony@Yablonovichlaw.com
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
Telephone: (310) 286-0246 • Fax: (310) 407-5391

Attorneys for Plaintiff Jessica Hernandez, a proxy for the State of California
as an aggrieved employee pursuant to the Private Attorneys General Act

(Additional Counsel on Next Page)

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

JESSICA HERNANDEZ, a proxy for the
State of California as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

vs.

RUFFIN HOTEL CORPORATION OF
CALIFORNIA, INC., DBA LONG BEACH
MARRIOTT, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22LBCV00647

Assigned for all Purposes to Hon. Michael P.
Vicencia, Dept. S26

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Jury Trial Demanded

Complaint filed: October 21, 2022

LAW OFFICES OF
MARK YABLONOVICH
BEVERLY HILLS

1 LEWIS BRISBOIS BISGAARD & SMITH, LLP
Jasmine Shams (SBN 287410)
2 633 West 5th Street, Suite 4000
Los Angeles, California 90071
3 Telephone: 213.250.1800
Facsimile: 213.250.7900
4 Jasmine.Shams@lewisbrisbois.com

5 LEWIS BRISBOIS BISGAARD & SMITH, LLP
Alan Rupe (*pro hac vice*)
6 4600 Madison Avenue, Suite 700
Kansas City, MO 64112
7 Alan.Rupe@lewisbrisbois.com

8 Attorney for Defendant Ruffin Hotel Corporation of California, Inc.,
9 dba Long Beach Marriott

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JOINT STIPULATION RE PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement and Release Agreement is made and entered into by and between Representative Plaintiff Jessica Hernandez (“Plaintiff”) individually and on behalf of the State of California and all Aggrieved Employees (as defined in Paragraph 16) and Defendant Ruffin Hotel Corporation of California, Inc. dba Long Beach Marriott (“Defendant” or “Marriott”) (Plaintiff and Defendant are together referred to as the “Parties”). The Parties agree that this action shall be settled on the terms and conditions set forth in this Joint Stipulation of PAGA Settlement and Release Agreement (“Settlement Agreement” or “Settlement”), subject to the approval of the Court pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”).

INTRODUCTION

1. On August 17, 2022, pursuant to PAGA, Plaintiff Hernandez provided notice, via online submission, to the State of California’s Labor and Workforce Development Agency (“LWDA”) and Defendant regarding various alleged California Labor Code violations. The LWDA Notice bears number LWDA-CM-902438-22.

2. On October 21, 2022, after exhausting the pre-filing requires, Plaintiff filed this wage and hour Private Attorneys General Act action against Defendant alleging, among other things, failure to provide meal periods and rest periods, and the underpayment of wages.¹

3. On January 17, 2023, Defendant filed a motion to strike portions of Plaintiff’s Complaint.

¹ The complaint alleges violations of Labor Code sections: (1) 510 and 1198 (unpaid overtime); (2) 223, 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) 226.7, 512(a), and 1198 (failure to provide meal periods and/or pay meal premiums); (4) 226.7 and 1198 (failure to provide rest periods and/or pay rest period premiums); (5) 204 (wages not timely paid during employment); (6) 201-203 (wages not timely paid at termination); (6) 226(a) and 1198 (non-compliant wage statements); (7) 1174(d) and 1198 (failure to maintain accurate payroll records); (8) 1198 (failure to maintain accurate time records); (9) 226 and 1198 (failure to provide the right to inspect and/or produce Plaintiff’s employment records upon request); (10) 1198 (failure to pay proper split shift premiums); (11) 1198 (failure to properly pay reporting time pay); (12) 1198 and 2810.5(a)(1) (failure to provide employees with written notice of information material to employment); (13) 246, 248.2, 248.5 (failure to provide sick pay); (14) 248.2 (failure to provide Covid-19 supplemental sick pay); (15) 6400, 6401, 6402, 6403, 6404, 6407 (failure to provide a safe and healthful work environment); and (16) 2800 and 2802 (failure to reimburse necessary business expenditures and losses).

1 4. On April 4, 2023, after the Parties met and conferred, Defendant withdrew its
2 motion to strike.

3 5. On March 24, 2023, the Court held a Case Management Conference at which
4 time the Court set trial for October 9, 2023, and a final status conference for September 29,
5 2023.

6 6. Defendant filed an answer on April 7, 2023, denying all allegations asserted in
7 *Hernandez*, including that it had not violated any provision of the Labor Code, and further
8 asserting various affirmative defenses to the claims.

9 7. On June 29, 2023, the Parties participated in an all-day mediation with David
10 Lowe. At the conclusion of the full day arm's-length mediation, the mediator made a proposal to
11 settle the Action. The Parties accepted the mediator's proposal.

12 8. On July 14, 2023, the Parties executed a Memorandum of Agreement ("short
13 form") that included the principal terms of the settlement, which are more fully detailed in this
14 Settlement Agreement.

15 9. Based on Plaintiff's investigations, discovery, records analyses, and taking into
16 account the defenses that Defendant raised in connection with both liability on the merits and
17 the amount of any civil penalty that might be imposed by the Court pursuant to Labor Code
18 section 2699(e)(2), the expense and time necessary to pursue the Action through trial, the risks
19 and costs of further prosecution of the Action, the uncertainties of complex litigation and
20 developing law, and the benefits that will accrue to the State of California's LWDA and the
21 Aggrieved Employees, Plaintiff and her counsel believe that a settlement with Defendant on the
22 terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the
23 State of California (i.e., LWDA), the Aggrieved Employees (as defined in Paragraph 16), and
24 Plaintiff.

25 10. By entering into this Settlement Agreement, Defendant is not admitting any
26 liability whatsoever, including that the imposition of any PAGA civil penalties in connection
27 with the Action is proper or warranted, and Defendant maintains all defenses. The Parties have
28 entered into this Settlement Agreement solely to avoid the expense, risk, and burden of

1 continued litigation. The Parties agree that an express condition of this settlement is that there
2 has been no finding of liability on the merits, and that this Settlement Agreement and ensuing
3 judgment therefore cannot be a basis for a derivative finding that Defendant violated any
4 provision of the Labor Code.

5 11. Defendant denies liability, and Plaintiff acknowledges that neither this
6 Settlement Agreement nor promises made pursuant to the Settlement Agreement shall be taken
7 or construed to be an admission or concession of any kind with respect to liability or alleged
8 wrongdoing by Defendant. Any stipulations or statements by Defendant contained in this
9 Settlement Agreement are made for settlement purposes only.

10 12. The settlement set forth in this Settlement Agreement requires Defendant to pay
11 up to the gross maximum amount of Four Hundred Thirty-Five Thousand Dollars and Zero
12 Cents (\$435,000) ("Gross Settlement Amount") to settle the claims for PAGA penalties based
13 on the alleged violations of the Labor Code asserted based on the operative facts alleged in
14 Plaintiff's Complaint and/or PAGA exhaustion letter to the LWDA, on behalf of Defendant's
15 current and former non-exempt employees who worked in California for Defendant at any time
16 during the PAGA Period. The Gross Settlement Amount includes all payments to the LWDA
17 and Aggrieved Employees, attorneys' fees, costs, and expenses, administration costs, and
18 payment to Plaintiff as a service award.

19 13. The Parties stipulate to approval of the representative action for purposes of
20 settlement only.

21 14. The Parties further agree to cooperate and to take all steps necessary and
22 appropriate to effectuate all aspects of this Settlement.

23 **DEFINITIONS**

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

26 15. "Action" means the action entitled *Jessica Hernandez v. Ruffin Hotel*
27 *Corporation of California, Inc., dba Long Beach Marriott*, Los Angeles County Superior Court
28 Case No. 22LBCV00647.

1 16. “Aggrieved Employees” or “Covered Employees” means all persons who were
2 employed by Defendant as non-exempt hourly-paid employees within the State of California at
3 any time during the PAGA Period.

4 17. “Approval Order” means the order issued and entered by the Court following a
5 Motion for Approval of this Settlement Agreement.

6 18. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties
7 and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and
8 all costs incurred and to be incurred by Plaintiff’s Counsel in the Action, including, but not
9 limited to, costs associated with documenting the Settlement, providing any notices required as
10 part of the Settlement or Court order, securing the Court’s approval of the Settlement,
11 administering the Settlement, obtaining entry of the Judgment terminating the Action, and
12 expenses for any consultants or experts. Attorneys’ Fees and Costs shall be paid to Plaintiff’s
13 Counsel, the Law Offices of Mark Yablonovich as set forth below in Paragraph 41.a.i. The
14 Parties have agreed to, and Defendant will not oppose, an application to the Court for Attorneys’
15 Fees in an amount of one-third (33⅓%) the Gross Settlement Amount, not to exceed One
16 Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00), and costs and expenses
17 not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

18 19. “Complaint(s)” means the operative complaint filed in the Action for civil
19 penalties for violations of California Labor Code, pursuant to the Private Attorneys General Act
20 of 2004, Labor Code sections 2698, et seq.

21 20. “Court” means the Superior Court of the State of California for the County of
22 Los Angeles or any other court taking jurisdiction of the Action.

23 21. “Defendant” means Defendant Ruffin Hotel Corporation of California, Inc., dba
24 Long Beach Marriott.

25 22. “Defendant’s Counsel” means Lewis Brisbois Bisgaard & Smith LLP. For
26 purposes of providing any notices required under this Settlement, Defendant’s Counsel shall
27 refer to: Jasmine Shams, 633 West 5th Street, Suite 4000, Los Angeles, California 90071.

28 23. “Employee List” means a complete list and data of all Aggrieved Employees that

1 Defendant will provide to the Settlement Administrator in an electronic database within seven
2 (7) calendar days after the Court approves this Settlement. The Employee List shall contain each
3 Aggrieved Employee's full name, Social Security Number, last known home address, and the
4 number of Pay Periods each Aggrieved Employee worked at least one shift as a non-exempt
5 employee for Defendant in California during the PAGA Period.

6 24. "Effective Date" shall be the date the Court signs the Order for Approval of
7 Settlement under Labor Code section 2699 and Judgment by Court, if no objection to the
8 settlement has been made before the Court's signing. If an objection to the settlement is made
9 before the Court signs the Order and Judgment, then the Effective Date is the date the objection
10 is resolved.

11 25. "Gross Settlement Amount" means the gross maximum settlement amount of
12 Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00), to be paid by
13 Defendant in full satisfaction of all Released Claims arising from the Action, which include all
14 Individual Settlement Payments to Aggrieved Employees, the Labor and Workforce
15 Development Agency Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, the Service
16 Award Payment to Plaintiff, and Settlement Administration Costs to the Settlement
17 Administrator. In no event will Defendant be liable for more than the Gross Settlement Amount
18 except as otherwise explicitly set forth in this Settlement Agreement (*see, e.g.*, Paragraph 45).

19 26. "Individual Settlement Payment" means each Aggrieved Employee's share of the
20 Net PAGA Settlement Amount, to be distributed to the Aggrieved Employees.

21 27. "Labor and Workforce Development Agency Payment" or "LWDA Payment"
22 means the amount to be paid to the California Labor and Workforce Development Agency
23 ("LWDA") in connection with PAGA (Cal. Lab. Code §§ 2698, et seq.). Seventy-five percent
24 (75%) of the Net PAGA Settlement Amount of civil penalties shall be payable to the LWDA.

25 28. "Net PAGA Settlement Amount" means the portion of the Gross Settlement
26 Amount remaining after deduction of the approved Service Award Payment, Settlement
27 Administration Costs, and Plaintiff's Attorneys' Fees and Costs. Of the Net PAGA Settlement
28 Amount, seventy-five percent (75%) shall be distributed to the LWDA and twenty-five percent

1 (25%) shall be distributed to the Aggrieved Employees (“PAGA Penalties”).

2 29. “Notice” means the Notice of PAGA Settlement (in English and Spanish),
3 substantially in the form attached as Exhibit A.

4 30. “PAGA Period” shall be from August 17, 2021 through the *earlier of*: (a) the
5 date the Court approves the settlement or (b) August 31, 2023. The PAGA Period is the same as
6 the Release Period.

7 31. “PAGA Distribution Fund” means the twenty-five percent (25%) of the Net
8 PAGA Settlement Amount to be distributed to Aggrieved Employees.

9 32. “Parties” means Plaintiff and Defendant together.

10 33. “Pay Periods” means the number of pay periods of employment for each
11 Aggrieved Employee during the PAGA Period in which the Aggrieved Employee received a
12 paycheck. The Pay Periods shall not include any pay periods of employment during which an
13 Aggrieved Employee worked outside the state of California, performed no work for Defendant,
14 or performed work in a position that was not non-exempt. All Aggrieved Employees shall be
15 credited with at least one Pay Period.

16 34. “Plaintiff’s Counsel” means the Law Offices of Mark Yablonovich (“LOMY”)
17 on behalf of Plaintiff Jessica Hernandez and the State of California as well as all attorneys
18 engaged by LOMY.

19 35. “Release Period” shall be from August 17, 2021 through the *earlier of*: (a) the
20 date the Court approves the settlement or (b) August 31, 2023. The Release Period is the same
21 as the PAGA Period.

22 36. “Released Claims” means all claims for civil penalties that were alleged, or
23 reasonably could have been alleged based on the same facts alleged in the Action and LWDA
24 letter under the California Labor Code and Wage Orders for: (a) failure to pay overtime
25 compensation, (b) failure to pay minimum wages, (c) failure to provide meal periods or pay
26 meal premiums, (d) failure to provide rest periods or pay rest premiums, (e) failure to timely pay
27 all wages during employment, (f) failure to timely pay wages upon termination, (g) failure to
28 provide accurate and complete wage statements, (h) failure to maintain accurate payroll records,

(i) failure to maintain accurate time records, (j) failure to produce Plaintiff's complete employment records upon request, (k) failure to provide split shift pay, (l) failure to provide reporting time pay, (m) failure to provide employees with written notice of information material to their employment, (n) failure to provide sick pay, (o) failure to provide COVID-19 supplemental sick pay, (p) failure to provide a safe and healthful working environment, and (q) failure to reimburse necessary business expenses, during the PAGA Period, including claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226(a), 226.7, 246, 248.2, 248.5, 510, 512, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5(a)(1), 6400, 6401, 6402, 6403, 6404, 6407, California Code of Regulations, Title 8, section 11050, all applicable IWC Wage Orders, and/or other provisions of law alleged to have been violated in the operative Complaint and Plaintiff's LWDA letter with respect to Aggrieved Employees and attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had or may claim to have, against the Released Parties (as defined in Paragraph 37) arising out of the Complaints and Plaintiff's LWDA letter. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any private rights of action and/or individual wage and hour claims held by Aggrieved Employees for any alleged violations of the Labor Code or California Wage Orders during the PAGA Period by virtue of this Settlement.

37. "Released Parties" means Defendant, and Defendant's parents, subsidiaries, affiliated corporations and entities, predecessors or successors, current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, franchisors, franchisees, insurers, owners, and agents, as well as any successors, assigns, or legal representatives/attorneys.

38. "Service Award Payment" or "PAGA Service Award Payment" means the amount to be paid to Plaintiff Jessica Hernandez in recognition of her efforts and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and in exchange for her general release of all claims. The Service Award Payment is separate and apart from any Individual Settlement Payment that Plaintiff is entitled to as an Aggrieved Employee.

1 Defendant does intend to oppose Plaintiff's applications to the Court for a Service Award
2 Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

3 39. "Settlement Administrator" means the third-party administrator, Phoenix
4 Administration, or any other duly appointed administrator approved by the Court, who has been
5 mutually selected by the Parties, subject to Court approval, to perform the notice and
6 distribution of payment functions further described in this Settlement. The Settlement
7 Administrator shall establish its own employer identification number and file an Internal
8 Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to
9 establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section
10 468B-1.

11 40. "Settlement Administration Costs" means the costs payable from the Gross
12 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
13 but not limited to, printing, distributing, and tracking documents for this Settlement, translating
14 the Notice to Spanish, calculating estimated amounts per Aggrieved Employee, distributing
15 postcards, tax reporting, distributing the Gross Settlement Amount, and providing necessary
16 reports and declarations, and other duties and responsibilities set forth in this Settlement
17 Agreement to process this Settlement, and as reasonably requested by the Parties or the Court.
18 All of the costs, fees and expenses incurred by the Settlement Administrator in performing these
19 functions shall be paid and deductible from the Gross Settlement Amount. The Settlement
20 Administration Costs are estimated not to exceed Four Thousand Seven Hundred Fifty Dollars
21 and Zero Cents (\$4,750.00).

22 **TERMS OF SETTLEMENT**

23 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
24 warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

25 41. It is agreed by and between Plaintiff and Defendant that the Action and any
26 claims and causes of action which were or are the subject of the Action be fully settled and
27 compromised as between Plaintiff, on behalf of herself, the State of California (the LWDA), and
28 each and every Aggrieved Employee, and Defendant and the Released Parties, subject to the

terms and conditions set forth in this Settlement Agreement and the approval of the Court.

a. **Consideration:** In consideration for this Settlement Agreement, Defendant agrees to pay up to the Gross Settlement Amount of Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) to cover Individual Settlement Payments to Aggrieved Employees, the Labor and Workforce Development Agency Payment, Attorneys' Fees and Costs to Plaintiff's Counsel, the Service Award Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. This Settlement is non-reversionary. Defendant maintains no reversionary right to any portion of the Settlement Amount. The Gross Settlement Amount shall be distributed as follows:

i. ***Attorneys' Fees and Costs.***

1. Counsel for Plaintiff and the State of California (LOMY) shall be paid and receive an amount not to exceed one-third (33⅓%) of the Gross Settlement Amount (One Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00)) as reasonable attorneys' fees under PAGA;

2. Counsel for Plaintiff and the State of California (LOMY) shall be paid and receive as reasonable reimbursable costs under PAGA an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to be distributed to LOMY;

3. The Settlement Administrator (not Defendant) shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any attorneys' fees and costs award payments. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on the attorneys' fees and costs award payments;

4. Upon delivery of the Gross Settlement Amount to the Settlement Administrator, Defendant will have fully met its obligations under this Agreement as to attorneys' fees and costs and will not be liable in any manner for the distribution, division, or payment of any portion of the Gross Settlement Amount to or between any counsel of Plaintiff;

ii. ***Settlement Administration Costs.*** The actual costs of administration, up to a maximum payment of Four Thousand Seven Hundred Fifty Dollars and

Zero Cents (\$4,750), shall be paid to the Settlement Administrator. The Settlement Administration Costs approved by the Court will be paid from the Gross Settlement Amount. Any amount of Settlement Administration Costs requested by Plaintiff's Counsel but unapproved by the Court shall be reallocated equally to the Net PAGA Settlement Amount. Upon completion of administration of the settlement set forth in this Agreement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel;

iii. **Service Award Payment.** Representative Plaintiff Jessica Hernandez shall receive not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Gross Settlement Amount, as a PAGA service award (any amount not awarded to Plaintiff shall be included in the Net PAGA Settlement Amount);

1. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff for the Service Award Payment. Plaintiff shall be solely and legally responsible for paying all applicable taxes on her Service Award Payment; and

iv. **Net PAGA Settlement Amount.** The remainder of the Gross Settlement Amount, once the amounts above have been deducted, approximately Two Hundred Fifty Thousand Two Hundred Fifty Dollars and Zero Cents (\$250,250.00) will be distributed as required by Labor Code section 2699(i), and in accordance with the terms of this Settlement Agreement, subject to the Court's approval, as follows:

1. **LWDA Payment.** Seventy-five percent (75%), approximately One Hundred Eighty-Seven Thousand, Six Hundred Eighty-Seven Dollars and Fifty Cents (\$187,687.50), shall be paid to and received by the LWDA, to settle the claims for PAGA penalties based on the alleged violations of the Labor Code as asserted in the Action; and

2. **PAGA Distribution Fund.** Twenty-five percent (25%), approximately Sixty-Two Thousand, Five Hundred Sixty-Two Dollars and Fifty Cents (\$62,562.50) shall be paid to and received by the Aggrieved Employees on a pro rata basis according to each Aggrieved Employee's individual number of Pay Periods;

v. **Individual Settlement Payments.** Each Aggrieved Employee will

1 be eligible to receive a portion of the PAGA Distribution Fund based on the following formula:

2 1. The Individual Settlement Payment to an Aggrieved
3 Employee will be calculated by dividing the number of Pay Periods attributed to the Aggrieved
4 Employee during the PAGA Period by all Pay Periods during the PAGA Period attributed to all
5 Aggrieved Employees multiplied by the PAGA Distribution Fund. Otherwise stated, the formula
6 for an Aggrieved Employee's Individual Settlement Payment is: (individual's Pay Periods
7 during the PAGA Period ÷ total Pay Periods during the PAGA Period) × PAGA Distribution
8 Fund;

9 2. Defendant's time and payroll records regarding the
10 number of Pay Periods worked for each Aggrieved Employee shall be used for purposes of
11 calculating Individual Settlement Payments. Defendant's records shall be determinative for
12 purposes of calculating the number of pay periods and any Individual Settlement Payments
13 made to Aggrieved Employees;

14 3. Any settlement checks distributing Individual Settlement
15 Payments returned to the Settlement Administrator as undeliverable with a forwarding address
16 provided on the returned envelope shall be sent within 5 calendar days via First Class U.S. Mail
17 to the forwarding address. If no forwarding address is provided, the Settlement Administrator
18 shall attempt to determine the correct address using a robust computer skip-trace search, and it
19 shall then perform a re-mailing within 10 calendar days;

20 b. **Notice to Aggrieved Employees.** Aggrieved Employees will receive the
21 Notice attached as Exhibit A along with their settlement checks. Settlement checks mailed out to
22 Aggrieved Employees shall be valid for 180 days from the date of issuance. Ninety days after
23 the checks are mailed, the Settlement Administrator will mail reminder postcards to Aggrieved
24 Employees whose checks remain uncashed. Funds represented by settlement checks returned as
25 undeliverable and those settlement checks remaining uncashed for more than 180 days after
26 issuance shall be voided and then shall be paid out to the California Controller's Unclaimed
27 Property Fund in the name of the Aggrieved Party or one or two agreed-upon cy pres recipients
28 pursuant to Code of Civil Procedure section 384.

1 c. **Tax Treatment of the Aggrieved Employee Payments.** The entirety of
2 PAGA Penalties paid to individual Aggrieved Employees shall be considered miscellaneous
3 income and shall not be subject to withholdings. The Settlement Administrator shall be
4 responsible for timely issuing an appropriate IRS Form 1099 to each Aggrieved Employee.

5 d. **Costs of Settlement Administrator.** The Settlement Administrator has
6 agreed to perform all necessary administration duties for no more than Four Thousand Seven
7 Hundred Fifty Dollars and Zero Cents (\$4,750.00). These administration duties shall include,
8 without limitation, the translation of the Notice to Spanish, the calculation, processing, and
9 mailing of all settlement checks, tax forms, and notices to all Aggrieved Employees, the
10 LWDA, Plaintiff, Plaintiff's Counsel and any tax authorities, performing address updates and
11 verifications as necessary prior to the mailing, and performing an address follow up on any
12 returned mail. The Settlement Administrator will also be responsible for establishing a qualified
13 settlement fund ("QSF"). All administration costs approved by the Court shall be paid out of the
14 Gross Settlement Amount. If the actual costs of administration are less than Four Thousand
15 Seven Hundred Fifty Dollars and Zero Cents (\$4,750.00), the difference shall be reallocated by
16 the Settlement Administrator to the Net PAGA Settlement Amount.

17 e. **Funding the Settlement and Timing of Payment.** Defendant shall make
18 a one-time deposit of the Gross Settlement Amount of Four Hundred Thirty-Five Thousand
19 Dollars and Zero Cents (\$435,000.00) within fourteen (14) days of the Effective Date. Within
20 fourteen (14) days of the deposit, the Settlement Administrator will issue payments to: (a) the
21 Aggrieved Employees, along with the Notice; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's
22 counsel; and (e) itself.

23 42. **Notice to the LWDA.**

24 i. Within ten (10) calendar days after either (1) the Settlement is approved
25 or (2) entry of order denying the Settlement if the Court does not approve the Settlement,
26 Plaintiff's Counsel will provide a copy of the superior court's judgment, order, or both (if there
27 is both an order and judgment) to the LWDA pursuant to Labor Code section 2698(l)(3).

28 ii. In addition, concurrent with the filing for approval of the Settlement

1 Agreement, Plaintiff's Counsel shall also take all necessary steps to inform the LWDA of the
2 Settlement Agreement

3 43. **No ERISA Impact.** None of the payments made pursuant to the Settlement
4 Agreement shall be considered for purposes of determining eligibility for, vesting or
5 participation in, or contributions to any benefit plan, including, without limitation, all plans
6 subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any
7 distribution of payments to Plaintiff or PAGA Aggrieved Employees shall not be considered as
8 a payment of wages or compensation under the terms of any applicable benefit plan and shall
9 not affect participation in, eligibility for, vesting in, the amount of any past or future
10 contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not
11 impact or modify any previously credited hours of service or compensation taken into account
12 under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit
13 plan. For purposes of this Settlement, "benefit plan" means each and every "employee benefit
14 plan," as defined in 29 U.S.C. § 1002(3), and, even if not included, any 401(k) plan, bonus,
15 pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement,
16 disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or
17 any other similar benefit plan, practice, program, or policy.

18 44. **Non-Approval of the Settlement Agreement.** If the Court should, for any
19 reason, not approve of any material portion of the settlement as set forth in this Settlement
20 Agreement, then this Settlement Agreement shall be considered null and void, and neither this
21 Settlement Agreement, nor any of the related negotiations or proceedings shall be of any force
22 or effect and shall be inadmissible for any purpose in any proceeding, and all Parties to this
23 Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement
24 Agreement had been neither entered into nor filed with the Court, unless the Parties jointly
25 agree to seek reconsideration of the ruling or Court approval of a renegotiated settlement. If not
26 approved, Defendant retains the right to contest whether any aspect of the Action should be
27 maintained as a representative action, or to contest the merits of the claims being asserted in the
28 Action. Invalidation of any material portion of this Settlement Agreement shall invalidate this

1 Settlement Agreement in its entirety, unless the Parties subsequently agree in writing that the
2 remaining provisions of the Settlement Agreement are to remain in full force and effect.

3 45. **Proportional Increase to Gross Settlement Amount.** The Gross Settlement
4 Amount was calculated based on the understanding that there are 7,655 pay periods in the
5 PAGA Period worked by Aggrieved Employees. If the number of pay periods worked by the
6 Aggrieved Employees during the PAGA Period is greater by more than 10%, then there will be
7 a proportionate percentage increase in the Gross Settlement Amount for all pay periods in
8 excess of 7,655, then the Gross Settlement Amount shall be increased proportionately for each
9 additional pay period worked above 7,655.

10 46. **Taxes.** Plaintiff, Defendant, and their respective counsel make no representations
11 as to the tax consequences or characterization of the nature of any payment made pursuant to
12 this Settlement Agreement.

13 47. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT
14 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT,
15 AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE
16 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
17 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
18 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
19 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
20 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
22 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
23 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
25 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
27 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
28 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER

1 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
2 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
3 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
4 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
5 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
6 AGREEMENT.

7 48. **Attorneys' Fees and Costs.** Except as provided in Paragraph 41.a.i. above,
8 Plaintiff, on the one hand, and Defendant, on the other, each agree to bear their own costs and
9 attorneys' fees and waive any statute, rule of court, provision or legal proposition which might
10 otherwise be relied upon to obtain costs, fees or expenses in connection with Plaintiff's
11 allegations and causes of action released in this Settlement Agreement. Plaintiff's Counsel
12 acknowledges that if this settlement is approved they will have no claim for or legal right to
13 attorneys' fees or costs except as provided for in this Settlement Agreement.

14 49. **Release of Claims by the State and Aggrieved Employees.** Upon the approval
15 by the Court of this Settlement Agreement, and except as to such rights or claims as may be
16 created by this Settlement Agreement, the State of California and each and every Aggrieved
17 Employee (which includes themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns), fully releases and discharges
19 the Released Parties from the Released Claims during the Release Period (which is also the
20 PAGA Period). Aggrieved Employees, other than Plaintiff, will not be deemed to have released
21 any private rights of action and/or individual wage and hour claims for any alleged violations of
22 the Labor Code or of a California Wage Order, for which they have a private right of action, by
23 virtue of this Settlement Agreement during the Release Period.

24 50. **Complete And General Release of Claims by Plaintiff Jessica Hernandez.** In
25 consideration for receiving the Service Award Payment described above, Plaintiff binds herself,
26 and all of her respective heirs, beneficiaries, trustees, administrators, executors, assigns, agents
27 and legal representatives, and releases, waives and forever discharges Defendant and the
28 Released Parties from, and acknowledges full accord and satisfaction of, any and all claims,

1 demands, causes of action, rights, and liabilities of any kind whatsoever (upon any legal or
2 equitable theory, whether contractual, common law or statutory, under federal, state or local law
3 or otherwise) by reason of any act, omission, transaction, agreement or occurrence, that she has
4 ever had, now has against Defendant and the Released Parties up to and including the date the
5 Court approves this Settlement ("Plaintiff's Released Claims") arising under federal, state or
6 local laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated,
7 unsuspected or latent, that have been or could have been asserted by Plaintiff, or her heirs,
8 successors and/or assigns of Plaintiff. Notwithstanding any other provision of this Settlement
9 Agreement, this general release does not release any claims that cannot lawfully be released.
10 This general release is not intended to limit Plaintiff from filing a charge with, or participating
11 in an investigation conducted by, the Equal Employment Opportunity Commission; provided,
12 however, that Plaintiff expressly waives and relinquishes any rights she might have to recover
13 damages, monetary or other relief, whether equitable or legal, in any such proceeding
14 concerning events or actions that arose on or before the date that she signs this Settlement
15 Agreement. Plaintiff is not waiving any rights she may have to (i) Plaintiff's own vested accrued
16 employee benefits under any health, welfare, or retirement benefits plans as of the date of
17 execution of this Settlement Agreement; (ii) any benefits or rights to seek benefits under
18 applicable workers' compensation (except as to claims under Labor Code sections 132a and
19 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law
20 cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement
21 Agreement; and (v) challenge the validity of this Settlement Agreement.

22 51. **Waiver of Unknown Claims by Plaintiff.** Plaintiff agrees to release all
23 individual claims, whether known or unknown, against the Released Parties. Plaintiff
24 understands that this release includes unknown claims and that she is, as a result, waiving all
25 rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
2 OR RELEASED PARTY.

3 Plaintiff expressly waives the protection of Section 1542. This release excludes any release of
4 any claims not permitted to be released by law.

5 52. **No Admission of Liability.** By entering into this Settlement, Defendant in no way
6 admits any violation of law or any liability whatsoever to Aggrieved Employees, individually or
7 collectively, and expressly denies all such liability.

8 53. **Aggrieved Employee Data.** Within fourteen (14) calendar days after the Court's
9 signature of the Order and Judgment, Defendant will compile and provide to the Settlement
10 Administrator the Employee List. The Settlement Administrator shall run all the addresses of
11 Aggrieved Employees through the United States Postal Service National Change of Address
12 database (which provides updated addresses for any individual who has moved in the previous
13 four years who has notified the U.S. Postal Service of a forwarding address) to obtain current
14 address information. Within fourteen calendar days after receipt of the list of Aggrieved
15 Employees, the deposit, and the Judgment or Order approving the Settlement, the Settlement
16 Administrator will mail a settlement Notice (in the form attached as Exhibit A) and check to
17 each Aggrieved Employee by first class mail. The Settlement Administrator will perform an
18 address follow-up on returned mail, and will re-mail the Notice and check to an updated address
19 (if any) within ten calendar days of receipt of the returned mail. The Parties intend that
20 reasonable, but not extraordinary, means are to be used to locate Aggrieved Employees. If no
21 other address is found, no further action is required. If a current address for an Aggrieved
22 Employee cannot be found by the Settlement Administrator, the Aggrieved Employee will
23 nevertheless be bound by the terms of the Release in this Settlement Agreement, whether or not
24 they receive actual notice from the Settlement Administrator.

25 54. The Settlement Administrator shall also be responsible for taking care of all
26 required tax reporting and issuing IRS Form 1099s with the settlement payments. Upon
27 completion of its calculation of payments, the Settlement Administrator shall provide
28 Defendant's counsel with a report listing the amount of all payments made to each Aggrieved

1 Employee. Upon completion of its calculation of payments, the Settlement Administrator shall
2 provide Plaintiff's Counsel with a report listing only each Aggrieved Employee's (i) employee
3 ID or last four digits of the Aggrieved Employee's Social Security Number and (ii) individual
4 settlement payment. Plaintiff's Counsel shall not receive any identifying information, including
5 but not limited to names, addresses, and Social Security Numbers, for any of the Aggrieved
6 Employees, except for Plaintiff.

7 55. **Certification of Completion.** Upon completion of administration of the
8 Settlement, the Settlement Administrator shall provide a written declaration(s) under oath to
9 certify such completion to the Court and counsel for all Parties.

10 **SETTLEMENT APPROVAL PROCEDURE**

11 56. **Settlement Approval.** Plaintiff shall submit to the Court a Motion for Approval
12 of Settlement. This motion shall seek an order to approve the proposed Settlement. This motion
13 shall include the basis for the Gross Settlement Amount and why the amount is reasonable in
14 light of the facts and controlling authorities pertaining to the claims alleged.

15 57. **Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall
16 request the Court enter Judgment in the case.

17 **ADDITIONAL PROVISIONS**

18 58. **Interim Stay of Proceedings.** Prior to the hearing on the Motion for Approval of
19 PAGA Settlement, the Parties agree to refrain from further litigation not in furtherance of this
20 Settlement Agreement, e.g., such proceedings necessary to implement and to obtain an
21 Approval Order of the terms of the Settlement. If the Settlement is not finally approved, the
22 Parties agree that they will revert to their positions in the lawsuit prior to the time the
23 Settlement was reached, and no agreements set forth in this Settlement or any documents
24 generated or orders issued related to the Settlement will be admissible in any future proceeding
25 in this or any other action.

26 59. **Construction.** The Parties agree that the terms and conditions of this Settlement
27 Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties,
28 and that this Settlement Agreement shall not be construed in favor of or against any Party by

1 reason of the extent to which any Party or any Party's counsel participated in the drafting of
2 this Settlement Agreement.

3 60. **Choice of Law.** This Settlement Agreement shall in all respects be interpreted,
4 enforced and governed by and under the laws of the State of California.

5 61. **Captions and Interpretations.** Paragraph titles or captions contained in this
6 Settlement Agreement are inserted as a matter of convenience and for reference only and in no
7 way define, limit, extend, or describe the scope of this Settlement Agreement or any provision
8 in this Settlement Agreement. Each term of this Settlement Agreement is contractual and not
9 merely a recital.

10 62. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA
11 Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the PAGA
12 data provided to PAGA Counsel in connection with the mediation, other settlement
13 negotiations, or in connection with the Settlement, may be used only with respect to this
14 Settlement, and no other purpose, and may not be used in any way that violates any existing
15 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
16 discharges its obligation to pay out all Settlement funds and on written request by Defendant,
17 Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received
18 from Defendant (except that PAGA Counsel may maintain in its files all work product, and one
19 copy of each pleading filed with the Court). Nothing in this provision is intended to infringe or
20 effect the obligation with respect to the retention of client files, material, and property in closed
21 civil matters.

22 63. **Modification.** This Settlement Agreement may not be changed, altered, or
23 modified, except in a writing signed by counsel for all Parties. Any material changes,
24 alternations, or modifications to the provisions of this Settlement Agreement must be approved
25 by the Court. No rights under this Settlement may be waived except in writing.

26 64. **Integration Clause.** This Settlement Agreement contains the entire agreement
27 among the Parties relating to the settlement and transaction contemplated, and all prior or
28 contemporaneous agreements, understandings, representations, and statements, whether oral or

1 written and whether by a Party or that Party's legal counsel, are merged into this Settlement
2 Agreement.

3 65. **Counterparts.** This Settlement Agreement may be executed in counterparts with
4 the same force and effect as if all signatures were obtained in one document. Execution of a
5 facsimile copy shall have the same force and effect as execution of an original, and a facsimile
6 signature shall be deemed an original and valid signature. This Settlement Agreement is subject
7 only to the execution of all Parties. The Settlement Agreement may be executed in one or more
8 counterparts. All executed counterparts and each of them, including electronic, facsimile,
9 DocuSign, and scanned copies of the signature page, will be deemed to be one and the same
10 instrument and shall have the same force and effect as execution of an original, and shall be
11 deemed an original and valid signature.

12 66. **Parties' Authority.** The signatories to the Settlement Agreement represent that
13 they are fully authorized to enter into this Settlement and are fully authorized to bind the
14 Parties to all terms stated in this Settlement Agreement.

15 67. **Materiality of Terms.** Except as otherwise stated in this Settlement Agreement,
16 all terms and conditions of this Settlement in the exact form set forth in this Settlement are
17 material to this Settlement and have been relied upon by the Parties in entering into this
18 Settlement.

19 68. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
20 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
21 extent possible consistent with applicable precedents so as to render all provisions of this
22 Settlement Agreement valid and enforceable.

23 69. **Further Acts and Cooperation Between the Parties.** The Parties shall
24 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
25 this Settlement Agreement and all of its terms. Each of the Parties, upon the request of another,
26 agrees to perform such further acts and to execute and to deliver such other documents as are
27 reasonably necessary to carry out the provisions of this Settlement Agreement.

28 70. **Waiver of Certain Appeals.** The Parties agree to waive appeals except,

1 however, that Plaintiff or Plaintiff's Counsel may appeal any reduction in the Attorneys' Fees
2 and Costs below the amount they request from the Court, and either party may appeal any court
3 order that materially alters the Settlement Agreement's terms.

4 71. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the
5 implementation of this Settlement as well as any and all matters arising out of, or related to, the
6 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of
7 the Settlement without the consent of all of the Parties. Should any party be required to enforce
8 the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees
9 and costs.

10 72. **Enforcement of Settlement Agreement.** Pursuant to Labor Code section 2699,
11 this Settlement Agreement must be approved by the Court and will be enforceable by the Court
12 pursuant to Code of Civil Procedure section 664.6. Even after the entry of judgment, the Parties
13 jointly request and reserve the Court's continuing jurisdiction under section 664.6.

14 73. **Effect of Signatures.** By their signatures, the Parties acknowledge and warrant
15 that their respective counsel will abide by and adhere to the specific obligations and actions
16 required of them in this Settlement Agreement.

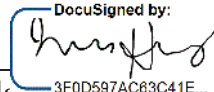
17 SIGNATURES

18 READ CAREFULLY BEFORE SIGNING

19 THE PARTIES HAVE READ THE SETTLEMENT AGREEMENT. THEY HAVE
20 CONSULTED WITH LEGAL COUNSEL REGARDING THE SETTLEMENT AGREEMENT
21 AND KNOW THE CONTENTS IN THE SETTLEMENT AGREEMENT AND SIGN THE
22 SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING
23 FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

24 PLAINTIFF

25 Dated: 11/23/2023

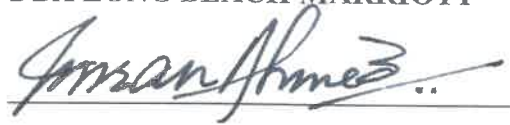
26 
27 Plaintiff Jessica Hernandez
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LAW OFFICES OF
MARK YABLONOVICH
BEVERLY HILLS

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DEFENDANT RUFFIN HOTEL
CORPORATION OF CALIFORNIA, INC.
DBA LONG BEACH MARRIOTT

Dated: Nov 25th 2023



IMRAN AHMED

Please Print Name of Authorized Signatory

EXHIBIT A

Hernandez v. Ruffin Hotel Corporation of California, Case No.: 22LBCV00647

Hernandez v. Ruffin Hotel Corporation of California, Inc., dba Long Beach Marriott
Los Angeles County Superior Court Case Number 22LBCV00647

This Notice relates to the settlement of a Private Attorneys General Act (“PAGA”) action. A lawsuit has been filed by Jessica Hernandez (“Plaintiff”), a former employee of Defendant Ruffin Hotel Corporation of California, Inc., dba Long Beach Marriott (“Defendant”) in Los Angeles County Superior Court. Plaintiff brought the lawsuit as a representative action under California’s Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) on behalf of the State of California and all persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California at any time from August 17, 2021 through August 31, 2023. By law, a PAGA action is an action for civil penalties in which the State of California receives 75% of any net settlement, and 25% of the net settlement is distributed amongst alleged Aggrieved Employees.

The lawsuit alleges Defendant violated the California Labor Code and Wage Orders for: (a) failure to pay overtime compensation, (b) failure to pay minimum wages, (c) failure to provide meal periods or pay meal premiums, (d) failure to provide rest periods or pay rest premiums, (e) failure to timely pay all wages during employment, (f) failure to timely pay wages upon termination, (g) failure to provide accurate and complete wage statements, (h) failure to maintain accurate payroll records, (i) failure to maintain accurate time records, (j) failure to produce Plaintiff’s complete employment records upon request, (k) failure to provide split shift pay, (l) failure to provide reporting time pay, (m) failure to provide employees with written notice of information material to their employment, (n) failure to provide sick pay, (o) failure to provide COVID-19 supplemental sick pay, (p) failure to provide a safe and healthful working environment, and (q) failure to reimburse necessary business expenses, during the PAGA Period. **Aggrieved Employees, other than Plaintiff, will not be deemed to have released any private rights of action and individual wage and hour claims held by Covered Employees for any alleged violations of the Labor Code or California Wage Orders during the PAGA Period by virtue of this Settlement.**

The lawsuit seeks PAGA civil penalties for the alleged violations. Defendant denies these allegations and further contends that it has complied with all applicable wage and hour laws governing Plaintiff and all other hourly-paid employees.

The Court has made no determination on the merits of Plaintiff’s claims, but the Parties have decided to resolve the case through settlement, with the approval of the Court.

A Judgment has been entered by the Court. Aggrieved Employees have released the Released Parties, which include Defendant, and Defendant’s parents, subsidiaries, affiliated corporations and entities, predecessors or successors, current and former officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, franchisors, franchisees, insurers, owners, and agents, as well as any successors, assigns, or legal representatives/attorneys from the “Released Claims” for the “PAGA Period.” The Released Claims are defined as follows:

“Released Claims” means all claims for civil penalties that were alleged, or reasonably could

have been alleged based on the same facts alleged in the Action and LWDA letter under the California Labor Code and Wage Orders for: (a) failure to pay overtime compensation, (b) failure to pay minimum wages, (c) failure to provide meal periods or pay meal premiums, (d) failure to provide rest periods or pay rest premiums, (e) failure to timely pay all wages during employment, (f) failure to timely pay wages upon termination, (g) failure to provide accurate and complete wage statements, (h) failure to maintain accurate payroll records, (i) failure to maintain accurate time records, (j) failure to produce Plaintiff's complete employment records upon request, (k) failure to provide split shift pay, (l) failure to provide reporting time pay, (m) failure to provide employees with written notice of information material to their employment, (n) failure to provide sick pay, (o) failure to provide COVID-19 supplemental sick pay, (p) failure to provide a safe and healthful working environment, and (q) failure to reimburse necessary business expenses, during the PAGA Period, including claims under California Labor Code sections 201, 202, 203, 204, 210, 223, 226(a), 226.7, 246, 248.2, 248.5, 510, 512, 1174(d), 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5(a)(1), 6400, 6401, 6402, 6403, 6404, 6407, California Code of Regulations, Title 8, section 11050, all applicable IWC Wage Orders, and/or other provisions of law alleged to have been violated in the operative Complaint and Plaintiff's LWDA letter with respect to Aggrieved Employees and attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had or may claim to have, against the Released Parties (as defined in Paragraph 37) arising out of the Complaints and Plaintiff's LWDA letter. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any private rights of action and/or individual wage and hour claims held by Aggrieved Employees for any alleged violations of the Labor Code or California Wage Orders during the PAGA Period by virtue of this Settlement.

You have received this notice because Defendant's records indicate that you may be one of the employees whom Plaintiff alleges were potentially "aggrieved" by one or more of the alleged practices about which Plaintiff complains and are or were a non-exempt (hourly) employee of Defendant at any time between August 17, 2021 through August 31, 2023.

The Court has authorized a third-party settlement administrator to send you this Notice, and they have agreed to keep your contact information confidential.

The enclosed check represents your portion of the settlement payment, which is a pro-rata distribution based on the number of pay periods you worked during the applicable time period noted above. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the Parties, or the Court. The entirety of PAGA civil penalties paid to you shall be considered miscellaneous income and shall not be subject to withholdings. The settlement administrator will provide an appropriate IRS Form 1099 to you.

If you have questions about this notice, please contact the Settlement Administrator, [[REDACTED]] at [redacted administrator phone number], or contact Plaintiff's counsel below:

LAW OFFICES OF MARK YABLONOVICH

Mark Yablonovich

Monica Balderrama

Tony Roberts

9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212-2511
Telephone: (310) 286-0246

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE
MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.