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LUIS BORQUEZ

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

LUIS BORQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

OXFORD HOTELS AND RESORTS, LLC, a
Delaware limited liability company dba THE
GODFREY HOTEL HOLLYWOOD; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: 22STCV35743

*[Case Assigned for all purposes to the Hon.
Carolyn B. Kuhl, SSC-12]*

**DECLARATION OF MILAN MOORE
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT [Volume I]**

Date: February 26, 2026
Time: 10:30 a.m.
Dept.: SSC-12

1 I, MILAN MOORE, declare as follows:

2 1. I am a Partner at Lidman Law, APC, counsel for named Plaintiff Luis Borquez
3 (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon to
6 do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar
8 in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law, APC.
18 I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both
19 state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*,
24 Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
25 Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior
26 Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*,
27 Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes
28

presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. In 2023 and 2024, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern California each year.

6. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

7. On November 10, 2022, Plaintiff filed a putative class action against Defendant in this Court captioned *Luis Borquez v. Oxford Hotels and Resorts, LLC*, Case No. 22STCV35743. On November 10, 2022, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant advising of his intention of filing a PAGA claim based on the Labor Code violations alleged in his operative complaint. A true and correct copy is attached hereto as **Exhibit 1**. On February 10, 2023, Plaintiff filed a First Amended Class Action and Representative Complaint. The primary allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit rest

periods; (5) failed to provide accurate, itemized wage statements; (6) failed to provide reporting time pay; (7) failed to indemnify all necessary business expenditures; (8) engaged in unfair competition; and (9) is liable for civil penalties under the PAGA.

8. After agreeing to participate in private mediation, Defendant informally produced timekeeping and payroll data for the entire putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. After a detailed review of the time and payroll records for the putative class and other documents and policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

9. On April 12, 2024, after extensive research and analysis, a mediation was held with Louis Marlin, a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, the legal basis for the claims and defenses, and Defendant's financial condition. Although the Parties were unable to reach a deal, Defendant produced hundreds of documents concerning its financial condition, Plaintiff retained a forensic accountant to review, and the Parties continued in direct settlement negotiations for over a year. Ultimately, the parties agreed in principle on a class-wide resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement Agreement ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 2**. The proposed Notice of Class Action and Proposed Settlement is attached as Exhibit A to the Settlement.

10. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of \$675,000.00. Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	\$675,000.00
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1	Minus Court-approved attorneys' fees (1/3 of GSA):	\$225,000.00
2	Minus Court-approved, verified costs (up to \$25,000.00):	\$32,000.00
3	Minus Court-approved Class Representative Service Award:	\$7,500.00
4	Minus Settlement Administration Costs:	\$16,000.00
5	Minus PAGA civil penalties to LWDA and PAGA Employees:	\$30,000.00
6	Net Settlement Amount ("NSA"):	\$364,500.00

7

8 Defendant shall fully fund the Gross Settlement Amount, including all amounts necessary to fully

9 pay Defendant's share of payroll taxes, by transmitting such funds to the Administrator within 28 days

10 after the Effective Date.¹

11 **"Net Settlement Amount" ("NSA")** means the Gross Settlement Amount, less the following

12 payments in the amounts approved by the Court: (a) the Individual PAGA Payments, (b) the LWDA

13 PAGA Payment, (c) the Class Representative Service Payment, (d) the Class Counsel Fees Payment, (e)

14 the Class Counsel Litigation Expenses Payment, and (f) the Administration Expenses Payment. The

15 remainder is to be paid to Participating Class Members as Individual Class Payments. Settlement, ¶ 1.29.

16 The Settlement requires Defendant to pay a NSA of at least \$364,500.00 to all Settlement Class members

17 who do not timely opt out.

18 11. According to Defendant, there are approximately 910 total Settlement Class Members

19 defined as:

20 All current and former non-exempt employees who were employed by Defendant Oxford

21 Hotels and Resorts, LLC in California during the Class Period." Class Period is the period

22 from November 10, 2018 to July 20, 2025.

23 Thus, the average Individual Settlement Payment is projected to be approximately **\$400.55**,

24

25 *1.1*¹ **"Effective Date"** *means the date by when both of the following have occurred:*

26 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The

27 Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,

28 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after

the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after

the appellate court affirms the Judgment and issues a remittitur. Settlement 1.19.

1 **which is exclusive of the PAGA Amount.** Moore Decl., ¶ 10. There are approximately 49,500
2 workweeks, which means the net value per workweek is approximately \$7.36 (\$364,500.00 / 49,500
3 Workweeks). *Id.* Therefore, the lowest estimated individual payment for a Settlement Class Member is
4 \$7.36 (\$7.36 x 1 Workweek), and the highest estimated individual payment for a Settlement Class
5 Member is \$2,568.64 (\$7.36 x 349 Workweeks).

6 12. According to Defendant, there are approximately 419 total Aggrieved Employees defined
7 as:

8 All current and former non-exempt employees who were employed by Defendant Oxford
9 Hotels and Resorts, LLC in California during the Class Period.” Class Period is the period
10 from November 10, 2018 to July 20, 2025.

11 There are approximately 765 Aggrieved Employees and thus the average PAGA Penalties
12 payment to Aggrieved Employees is **\$16.70**. *Id.* The Aggrieved Employees collectively worked a total
13 of approximately 19,800 Pay Periods, making the net value per Pay Period \$0.38 (\$7,500 / 19,500 Pay
14 Periods). The lowest estimated PAGA Penalties payment to an Aggrieved Employee is estimated to be
15 \$0.38, while the highest estimated PAGA Penalties payment to an Aggrieved Employee is estimated to
16 be \$36.48 (\$0.38 x 96 Pay Periods).

17 13. Settlement Class Members’ claims arise from Defendant’s common, uniform policies and
18 practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged
19 that Defendant’s common and uniform policies and practices resulted in the following violations,
20 involving common questions of law and fact: (1) failure to pay all minimum wages owed; (2) failure to
21 pay all overtime wages owed; (3) failure to provide all meal periods; (4) failure to authorize and permit
22 rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all
23 necessary business expenditures; (7) failure to pay all reporting time wages; (8) engagement in unfair
24 competition; and (9) liability for civil penalties under PAGA.

25 14. Plaintiff alleges that he and Settlement Class Members were not fully compensated for all
26 of their time worked. Specifically, Plaintiff alleges that Defendant failed to pay overtime wages for hours
27 worked in excess of 8.0 hours/day and/or 40.0 hours/workweek. *Id.* Plaintiff alleges that he and other
28

1 non-exempt employees often worked split shifts, but did not receive all split shift premiums.
2 Accordingly, Plaintiff's expert analyzed this issue and then calculated a total underpayment of overtime
3 wages at approximately \$203,057.

4 15. Defendant contends that it compensated Settlement Class Members for all of their time
5 worked. Defendant also contends any unpaid time was *de minimus*. Defendant further asserts non-
6 exempts did not work split shifts and thus, are not owed any split shift premiums. In light of these
7 defenses, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and an
8 additional 55% to account for Defendants' defenses on the merits, to arrive at an estimated exposure of
9 \$50,256.61.

10 16. Plaintiff alleges that he and Settlement Class members were not provided with all legally-
11 compliant first meal periods beginning before the end of the fifth hour of work. Specifically, due to
12 Defendant's policies and/or practices, Plaintiff alleges that the meal periods were either late or otherwise
13 unlawful. Plaintiff also alleges that meal periods were not duty free as he and other non-exempts were
14 required to carry walkie talkies and respond at all times during their shifts. Therefore, based on the
15 records showing an approximate 32% violation rate, Plaintiff calculated Defendant's maximum exposure
16 on the alleged meal period violations at approximately \$1,703,592 (49,500 workweeks x 5 shifts/week x
17 .32% meal period violation x \$21.51 avg. hourly rate).

18 17. Defendant counters that it has always provided non-exempt employees with an
19 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
20 employee timekeeping records were solely the result of employee choice, rather than any policy or
21 practice of Defendant. Defendant also points out that it is only required to "provide" the opportunity to
22 take meal periods, not "ensure" meal periods are taken, and that they have always done so. Defendant
23 also contends it paid premiums for any meal period violations recorded in the timekeeping records.
24 Defendant also contends individual inquiries would be required to assess which employees took non-
25 compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a
26 particular employee took a non-compliant meal period or missed a meal period during a particular shift.
27 Accordingly, Plaintiff discounted the maximum exposure by 50% for the risk of non-certification, and
28

1 an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated exposure
2 of \$340,718.40.

3 18. Plaintiff alleges that he and Settlement Class members were also not authorized and
4 permitted to take all required rest periods due to Defendant's rest period policies and practices that fail
5 to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
6 Specifically, Plaintiff alleges that he and the other non-exempt employees were unable to take all legally
7 required rest periods because of understaffing and Defendant's requirement for the non-exempt
8 employees to carry walkie talkies at all times during their shift. Accordingly, Plaintiff calculated
9 Defendant's maximum exposure for rest period violations at \$5,323,725 (49,500 workweeks x 5
10 shifts/week x .32% meal period violation x \$21.51 avg. hourly rate).

11 19. Defendant contends it has always maintained and enforced lawful rest period policies and
12 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
13 periods in compliance with California law. Further, Defendant argues that the maximum exposure
14 incorrectly assumes a 100% rest period violation rate and Plaintiff's rest period claim is inherently
15 unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class
16 Member was in fact authorized and permitted to take a compliant rest period, which would devolve into
17 an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the maximum exposure by 65%
18 for the risk of non-certification, and an additional 65% to account for Defendant defenses on the merits
19 to arrive at an estimated exposure of \$652,156.31.

20 20. Plaintiff alleges that Defendant failed to reimburse him and Settlement Class members for
21 necessary business expenditures, including the use of their personal cellular phones for work activities,
22 as required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.* (2014) 228
23 Cal.App.4th 1137. Plaintiff contends that Defendant required its non-exempt employees to use their
24 personal cellular phones for work-related purposes to communicate with supervisors, but Defendant did
25 not reimburse the putative class members for the cell phones and/or the data usage. Plaintiff estimates
26 employees should have been reimbursed approximately \$5.00 per workweek for reasonable cellular
27 phone related expenses. Accordingly, Plaintiff calculates Defendant's maximum exposure for this claim
28

1 at approximately \$247,500 (49,500 workweeks x \$5.00 per workweek).

2 21. Defendant contends that it prohibits employees from using their cell phones while
3 working. Further, Defendant argues that any expenses incurred were minimal given the affordability of
4 cellular usage plans. Defendant also argues that this claim is not suitable for class treatment because it
5 would require individualized determinations as to whether each employee used a personal cellular phone
6 for business purposes and how often. Accordingly, Plaintiff discounted the maximum exposure by 45%
7 for the risk of non-certification, and an additional 40% to account for Defendant's defenses on the merits,
8 to arrive at an estimated exposure of \$81,675.00.

9 22. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of
10 Labor Code § 226 as a result of the alleged unpaid minimum wages, overtime wages, and meal and rest
11 period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor
12 Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours
13 worked and the rate at which they were being paid. Plaintiff's data analysis reflected that there were
14 approximately 19,800 wage statements issued during the relevant time period. Therefore, Plaintiff
15 calculated Defendant's maximum exposure for wage statement violations based on and applying \$50 for
16 the first violation and \$100 for each subsequent violation, Defendant's exposure is \$1,934,500.

17 23. Defendant argues that meal and rest period claims cannot support a claim for wage
18 statement penalties. Defendant further argues that its alleged wage statement violations could not be
19 shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee
20 "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
21 for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 45% for a risk of
22 non-certification and an additional 50% for a risk of being unsuccessful on the merits, to arrive at an
23 estimated total of \$531,987.50.

24 24. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
25 Labor Code violations. Plaintiff calculated Defendant's maximum exposure at \$1,980,000.00 (19,800
26 pay periods x \$100 initial violation rate).

27 25. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his
28

underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum exposure figure by 60% for a risk of being unsuccessful on the merits, and an additional 55% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of \$356,400.00.

26. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately \$2,013,193.82. The proposed settlement of \$675,000.00 therefore represents approximately 34% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members, and will still provide an average recovery to Settlement Class members of approximately \$400.00. Indeed, this is especially true given Defendant's financial condition.

27. Here, Class Counsel will apply for an attorneys' fees award of one-third of the GSA, which is estimated to be \$225,000.00, and up to \$32,000.00 in verified costs reimbursement. . Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Further, Plaintiff has provided written approval of the split of attorneys' fees in this action. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, analyzing Settlement Class members' timekeeping data and payroll records, preparing for and attending mediation, engaging in direct settlement negotiations, reviewing Defendant's financials with a retained expert, negotiating and revising the long-form settlement agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the final approval papers and attending the Final Approval hearing. .

28. Plaintiff will seek a service award of \$7,500.00 at the time of seeking final approval, and I believe this is reasonable. As will be fully briefed at the time of final approval, Plaintiff's requested service award is intended to recognize the time and effort Plaintiff expended on behalf of the Settlement

1 Class, including providing substantial factual information and documents to Class Counsel, multiple
2 conferences with Class Counsel to discuss the claims and theories at issue in the litigation, the significant
3 risks Plaintiff undertook by agreeing to serve as the named plaintiff in this case, as well as a general
4 release and waiver of rights under Civil Code § 1542.

5 29. There are no apparent conflicts of interest between Plaintiff and the Settlement Class he
6 seeks to represent. There are no apparent conflicts of interest between Class Counsel and the Settlement
7 Class.

8 30. Although the Parties engaged in informal discovery throughout this action, the Parties still
9 had significant discovery to complete in formal litigation had the matter not settled. Moreover, Plaintiff
10 still had to file for class certification and faced the prospect of appeals in the wake of a disputed class
11 certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even if the classes sought
12 to be certified by Plaintiff were in fact certified, the Parties would incur considerably more attorneys'
13 fees and costs through a possible decertification motion, trial, and possible appeal.

14 31. I have directed my office to submit a copy of the instant Motion for Preliminary Approval
15 and all supporting documents via the LWDA's website on the same date concurrently herewith and will
16 have a supplemental declaration filed after the Motion for Preliminary Approval and all supporting
17 documents are submitted to the LWDA.

18 32. The Parties reached a tentative settlement in July 2025. Upon the settlement, the Parties
19 informed the Court and requested a deadline to file the instant motion. Within 3 days of filing the Notice
20 of Settlement and 1 day prior to the Court granting the Parties' stipulation, Plaintiff drafted and circulated
21 to Defendant a draft of the long form settlement agreement and related class notice using the LA model
22 agreement. For the next several weeks, Plaintiff consistently followed up with Defendant on its edits to
23 the settlement agreement. Once Plaintiff received Defendant's edits, Plaintiff diligently reviewed and
24 asked Defendant to confirm the end date of the Class and PAGA Periods based on the escalator clause.
25 Given the number of locations and individuals involved in the verification process, and despite Plaintiff's
26 incessant follow up emails, it took Defendant until November 3, 2025 to confirm such end date. Without
27 such information, Plaintiff was unable to the instant motion. However, once confirmed, on November 4,
28 2025, Plaintiff circulated the execution copy of the agreement and contacted the selected administrator

1 for its declaration. Subsequently, once receiving Defendant's signatures to the agreement, Plaintiff
2 finalized and filed the instant motion.

3 33. Additionally, the redlined version of the long form agreement based on the LA Model one
4 is attached hereto as **Exhibit 3**.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct.

7 Executed on November 7, 2025, at El Segundo, California.

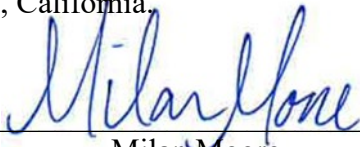
8 
9 _____
10 Milan Moore

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

November 10, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Oxford Hotels and Resorts, LLC
c/o C T Corporation System, Registered Agent
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re: *Luis Borquez v. Oxford Hotels and Resorts, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Luis Borquez in claims arising from his employment with Oxford Hotels and Resorts, LLC, a Delaware limited liability company, (“Defendant”). Mr. Borquez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Mr. Borquez intends to pursue a lawsuit on behalf of other “Aggrieved Employees”, which should be considered to include all current and former non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Borquez, a current employee, has been employed by Defendant since approximately August 2021 through the present. From August 2021 to around May 2022, Mr. Borquez held a security guard position. From June 2022 to the present, Mr. Borquez has held the position of bellman. Mr. Borquez’s job duties include, but are not limited to, carrying luggage for guests as they come to or leave the hotel, attending the main entrance door and greeting guests, arranging and managing transfers, and helping guests with directions.

Throughout Mr. Borquez’s employment with Defendant, Mr. Borquez was generally scheduled to work Thursday through Sunday from approximately 7:00 a.m. to approximately 3:30 p.m. At times, Mr. Borquez was scheduled to work split shifts two to three times a week. The schedule for the split shift was 7:00 a.m. to 3:30 p.m. and then 7:00 p.m. to 1:00 a.m. or 2:00 a.m. the following day. Throughout Mr. Borquez’s employment with Defendant, Mr. Borquez would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours per day.

Although Mr. Borquez regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Mr. Borquez did not receive legally required overtime compensation for these hours. Due to Defendant's unlawful compensation practices, Defendant failed to pay any overtime wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per workweek and have therefore deprived Mr. Borquez of earned overtime wages. Defendant also failed to pay Mr. Borquez any double-time wages for hours worked in excess of 12.0 in a day.

During Mr. Borquez's employment with Defendant, Mr. Borquez and other non-exempt employees often worked split shifts, but did not receive all split shift premiums equal to one hour at the rate of the minimum wage. As a result, Mr. Borquez and other non-exempt employees were not compensated for all wages due, including all required minimum and overtime wages.

During his employment with Defendant, Mr. Borquez was not provided all legally required meal periods due to Defendant's unlawful meal period policies and practices. Throughout his employment with Defendant, Mr. Borquez was not provided all required meal periods due to Defendant's meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to Mr. Borquez's job duties and Defendant's practices of understaffing, Mr. Borquez was often prevented from taking meal periods that commenced before the end of the 5th hour of work. Defendant's policies and practices also required Mr. Borquez and other non-exempt employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks and rest breaks, resulting in interrupted and/or short meal breaks. As a result of Defendant's unlawful meal period policies and practices, Mr. Borquez meal periods were often late or otherwise unlawful. Additionally, during times when Mr. Borquez worked in excess of 10.0 hours per shift, Defendant failed to provide Mr. Borquez with a second, timely meal period of at least 30 minutes in length.

Although Mr. Borquez was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Borquez with the required meal period premium of one hour of wages at the employee's regular rate of pay for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Borquez was also not authorized and permitted to take all legally required paid rest periods due to Defendant's unlawful rest period policies and practices. Specifically, Mr. Borquez worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked, or *major fraction thereof*. As a result of the work demands imposed by Defendant and Defendant's practices of understaffing, Defendant failed to authorize and permit duty-free rest periods for every four hours worked, or *major fraction thereof*. Defendant's policies and practices also required Mr. Borquez and other non-exempt employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks and rest breaks, resulting in interrupted and/or short rest breaks.

On those occasions when Mr. Borquez was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Borquez with the required rest period premium of one hour of wages at the employee's regular rate of pay for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

Upon information and belief, Defendant have also failed to compensate Mr. Borquez and other non-exempt employees for all required reporting time pay. Mr. Borquez was regularly scheduled to

work an 8-hour shift but was not always put to work and/or was sent home after as little as two hours. When this happened, upon information and belief, Defendant did not compensate Mr. Borquez for at least two hours of work and/or half of his usually scheduled hours at his regular rate of pay. Mr. Borquez alleges that this policy and practice is in violation of the reporting time pay requirements under California law, including Wage Order 5, § 5, and as a result, Defendant have failed to pay Mr. Borquez and other non-exempt employees for all required reporting time pay.

Defendant also failed to adequately reimburse Mr. Borquez and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to communicate with management. Despite requiring Mr. Borquez and other non-exempt employees to use their personal cell phones for work-related purposes, Defendant did not reimburse Mr. Borquez and other employees for their cellular phone expenses.

As a result of Defendant's failure to pay all overtime wages, failure to pay all split shift premiums, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Borquez.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendant was required to pay Mr. Borquez and other Aggrieved Employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. As described above, During Mr. Borquez's employment with Defendant, Mr. Borquez and other Aggrieved Employees often worked split shifts, but did not receive all split shift premiums equal to one hour at the rate of the minimum wage. As a result, Defendant failed to pay Mr. Borquez and other Aggrieved Employees all required minimum wages.

Overtime Violations

Defendant was required to pay Mr. Borquez and other Aggrieved Employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

As explained above, Mr. Borquez was scheduled to work split shifts two to three times a week. The schedule for the split shift was 7:00 a.m. to 3:30 p.m. and then 7:00 p.m. to 1:00 a.m. or 2:00 a.m. the following day. Throughout Mr. Borquez's employment with Defendant, Mr. Borquez would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours per day. Although Mr. Borquez regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Mr. Borquez did not receive legally required overtime compensation for these hours. As a result, Defendant failed to pay Mr. Borquez and other Aggrieved Employees all required overtime wages.

Meal Period Violations

Defendant failed to provide Mr. Borquez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Borquez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). As described above, throughout his employment with Defendant, Mr. Borquez was not provided all required meal periods due to Defendant’s meal period policies/practices which fail to provide uninterrupted, duty-free and timely 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, due to Mr. Borquez’s job duties and Defendant’s practices of understaffing, Mr. Borquez and other Aggrieved Employees were often prevented from taking meal periods that commenced before the end of the 5th hour of work. Defendant’s policies and practices also required Mr. Borquez and other non-exempt employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks and rest breaks, resulting in interrupted and/or short meal breaks. Although Mr. Borquez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Borquez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Borquez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. Specifically, due to Defendant’s practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Defendant’s policies and practices also required Mr. Borquez and other Aggrieved Employees to carry a radio/walkie talkie and respond at all times during their shifts, including meal breaks and rest breaks, resulting in interrupted and/or short rest breaks. As a result, Mr. Borquez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”) On those occasions when Mr. Borquez and other Aggrieved Employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Borquez and other Aggrieved Employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Failure to Reimburse Business Expenses

During Mr. Borquez’s employment with Defendant, Mr. Borquez and other Aggrieved Employees were required to use their personal cellular phone to discharge their duties. Defendant failed to reimburse Mr. Borquez and the Aggrieved Employees for necessary work expenses, including, but not limited to, expenses related to use of their personal cell phones. Defendant’s policy of not providing

reimbursement for necessary work-related expenses is in violation of Wage Order 5 § 9, and Labor Code § 2802 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”) Mr. Borquez the Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Labor Code § 226 - Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Borquez and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total and meal and rest period premium wages, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Borquez and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

As an “aggrieved employee,” Mr. Borquez will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Borquez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Borquez and other Aggrieved Employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Borquez and other Aggrieved Employees the statutory minimum wage for all hours worked;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Borquez and other Aggrieved Employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Borquez and other Aggrieved Employees;
- e) Defendant violated Labor Code § 2802 by failing to reimburse Mr. Borquez and the Aggrieved Employees for all necessary expenditures incurred;
- f) Defendant violated Labor Code § 226 by failing to furnish Mr. Borquez and other Aggrieved Employees with accurate and compliant itemized wage statements;
- g) Defendant violated Labor Code § 204 by failing to pay Mr. Borquez and other Aggrieved Employees all earned wages at least twice during each calendar month; and

- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Borquez and other Aggrieved Employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Luis Borquez (“Plaintiff”) and defendant Oxford Hotels and Resorts, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Oxford Hotels and Resorts, LLC captioned Luis Borquez v. Oxford Hotels and Resorts, LLC dba The Godfrey Hotel Hollywood initiated on November 10, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Simpluris the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to the Court’s approval.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement, and subject to the Court’s approval.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees who were employed by Defendant in California during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees who were employed by Defendant in California during the Class Period.
- 1.6 “Class Counsel” means Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC, subject to approval by the Court.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to approval by the Court.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

“Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and/or direct contact by the Administrator with Class Members.

- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from November 10, 2018 to July 20, 2025.
- 1.12 “Class Representative” means Luis Borquez, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, subject to approval by the Court.
- 1.14 “Court” means the Superior Court of California, County of Los Angeles, overseeing the Action.
- 1.15 “Oxford Hotels and Resorts” means named Defendant Oxford Hotels and Resorts, LLC.
- 1.16 “Defense Counsel” means John A. Haubrich and Anna Rozman of O’Hagan Meyer.
- 1.17 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

2. “Gross Settlement Amount” means \$675,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses.

2.1 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

2.2 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

2.3 “Judgment” means the judgment entered by the Court based upon the Final Approval.

2.4 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

2.5 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

2.6 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

2.7 “Non-Participating Class Member” means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

2.8 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

2.9 “PAGA Period” means the period from November 10, 2021 to July 20, 2025

2.10 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 2.11 “PAGA Notice” means Plaintiff’s November 10, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 2.12 “PAGA Penalties” means the total amount of PAGA civil penalties of \$30,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and the 75% to the LWDA (\$22,500.00) in settlement of PAGA claims.
- 2.13 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement. “Plaintiff” means Luis Borquez, the named plaintiff in the Action.
- 2.14 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, consisting of it preliminarily approving settlement of Class claims and approving settlement the PAGA claims.
- 2.15 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 2.16 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 2.17 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 2.18 “Released Parties” means Defendant Oxford Hotels and Resorts, LLC, its parents, subsidiaries, affiliated entities, equity sponsors, and related companies/corporations and/or partnerships (specifically including but not limited to Oxford’s registered entities, subject to proof), and each of their respective past, present, and future owners, principals, officers, directors, members, shareholders, managers, agents, trustees, employees, contractors, consultants, attorneys and legal counsel, accountants, insurers, reinsurers, representatives, divisions, partners, joint venturers, predecessors, successors, assigns, actual or alleged joint employers, actual or alleged integrated enterprises, and alter-egos.
- 2.19 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member, pursuant to Section 7.5 of this Agreement.
- 2.20 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email or mail his, her, or their Objection to the Class portion of the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

2.22 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period. Workweeks may be based on either: (1) weeks during which at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

3. RECITALS.

3.1 On November 10, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition. On February 10, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint, alleging the same claims, and adding a cause of Action for Civil Penalties under the Private Attorneys General Act against Defendant (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for all of the causes of action alleged. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

3.2 The Parties agreed to attend mediation to explore potential resolution of the Action. Prior to mediation, Plaintiff obtained, through informal discovery, a representative and statistically significant sampling of Defendant’s timekeeping and payroll data, as well as Defendant’s wage and hour policies and other relevant documents and information relevant to the claims alleged. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

3.3 On April 12, 2024, the Parties participated in an all-day mediation presided over by Louis Marlin Mediations, LLC. Although the Parties were unable to reach a resolution, through continued direct negotiations for several months thereafter, the Parties were able to reach a settlement, which led to this Agreement to settle the Action.

3.4 The Court hasnot granted class certification.

3.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

4. MONETARY TERMS.

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$675,000.00 and no more as the Gross Settlement Amount [and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

4.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in, and distribute the remainder as part of, the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and agrees Plaintiff will indemnify and hold harmless the Released Parties from any claim or liability for taxes, penalties, fees, costs, or interest arising as a result of the Class Representative Service Payment.

4.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$225,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$32,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to, and distribute the remainder as part of, the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees

Payment and the Class Counsel Litigation Expenses Payment, and agrees it will hold Released Parties harmless, and indemnify them from (a) any dispute or controversy regarding any division or sharing of any of these Payments, and (b) any claim or liability for taxes, penalties, fees, costs, or interest arising as a result of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.

4.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$16,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,000.00, the Administrator will retain the remainder in, and distribute such remainder as part of, the Net Settlement Amount.

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

4.2.4.1 Tax Allocation of Individual Class Payments. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The other Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment, and will indemnify and hold harmless Released Parties from any claim or liability for taxes, penalties, fees, or interest arising as a result of the such Individual Class Payments. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000.00 to be paid from the Gross Settlement Amount, with 75% (\$ 22,500.00) allocated to the LWDA PAGA Payment and 25% (\$7,500.00) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and will indemnify and hold harmless Released Parties from any claim or liability for taxes, penalties, fees, or interest arising as a result of such Individual PAGA Payment.

- 4.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to, and distribute it as part of, the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, and no taxes or withholdings shall be deducted from such payments .

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 910 Class Members and approximately 49,500 Total Workweeks during the Class period and (2) there were approximately 765 Aggrieved Employees who worked approximately 19,800 Pay Periods during the PAGA Periods. .
- 5.2 Class Data. Not later than 20 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 5.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than [28 days after the Effective Date.
- 5.4 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 5.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

5.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

5.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant (or any of the other Released Parties) to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses, etc.) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below.

As of the Effective Date, Plaintiff fully and finally release the “Released Parties” from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff’s application for employment, employment, and/or the termination of Plaintiffs’ employment with Defendant (“Plaintiffs’ Released Claims”). Plaintiff’s Released Claims include, but are not limited to, all claims asserted in, arising from or related in any way to in the Action, including without limitation any and all claims that could have been asserted as part of the Action based on the facts and causes of action alleged. Plaintiff’s Released Claims include all claims for unpaid wages; failure to pay for all hours worked, including overtime, off-the-clock work, and time spent waiting in line to clock in/out of work; failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to authorize or permit meal or rest periods or pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; failure to pay or provide paid sick leave, including any claim for alleged failure to pay paid sick leave at the regular rate of pay; unlawful deduction of pay; failure to reimburse or indemnify any business expenses; failure to provide, or providing insufficient or improper, benefits, or other lost benefits; failure to pay accrued vacation or paid time off wages at termination; failure to pay all earned wages twice per month; failure to pay all wages at termination; failure to furnish accurate itemized wage statements, including for failure to list the employer address on all wage statements; failure to maintain accurate records of hours worked and meal periods missed; and; penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; untimely payment of wages; inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; failure to furnish employment records (personnel, earnings, time, signed, etc.) upon request; failure to provide information at the time of hire under the Wage Theft Prevention Act; unlawful and unfair business practices; preventing disclosure of wages; preventing disclosure and use of skills, knowledge, and experience obtained for Defendant for purposes of competition; preventing disclosure of violations of state and federal law; preventing engaging in lawful conduct; preventing disclosure of working conditions, including unsafe work environment/conditions; failure to provide COVID exposure notice; failure to provide accessible sanitation facilities; unlawful waiver of right to pursue claims for discrimination; preventing disclosure of discrimination; preventing employees from exercising rights under the Labor Commissioner; preventing exercise of free speech; unequal pay based on sex; and attorneys’ fees and costs. Plaintiffs’ Released Claims include all claims arising under the California Labor Code (including, but not limited to sections 201-203, 204, 210, 226, 226.2, 226.3, 226.7, 227.3, 245 *et seq.*, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2699 *et seq.*, 2802.); all claims arising under the Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage Order 5-2001; California Business and Professions Code sections 16600, 16700, 17200, *et seq.*; the California Civil Code, including but not limited to, sections

3287, 3289, 3336 and 3294; 8 CCR § 11120; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* (to the maximum extent permitted by law). Plaintiffs' Released Claims further include any and all claims under PAGA, Cal. Lab. Code § 2698 *et seq.*, of any kind, including but not limited to the PAGA claims asserted in in the Action. Plaintiffs' Released Claims also include all claims – including any emotional distress, damages/punitive damages, penalties, interest, and attorneys' fees and costs – arising under any federal, state, or local constitutions, statutes, laws, regulations, rules or ordinances, including for discrimination, harassment, retaliation, and wrongful termination (such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act); and any other claims arising under statute, contract, and tort. This release excludes the release of claims not permitted by law. For example, Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to/for any occurrences taking place after his execution of this Agreement

(“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

6.1.1 Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period based on same or substantially similar facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse

Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, claims based on facts occurring outside the Class Period, or claims that cannot be waived by private agreement.

- 6.2 Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts (or substantially similar facts) and claims stated in the Operative Complaint and the PAGA Notice including: (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 7.1 Defendant's Declaration in Support of Preliminary Approval. Because funds from uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property Fund, Defendant and Defense Counsel have no obligation to provide declarations disclosing any facts relevant to any actual or potential conflicts with a "cy pres recipient."

Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members [; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and

disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4 Notice to Class Members.

- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and Requests for Exclusion will be extended an additional fourteen 14 days beyond the sixty 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5 If the Administrator, Defendant or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 8.5 Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty 60 days after the Administrator mails the Class Notice (plus an additional fourteen 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a

Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement, and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

8.5.2 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.3 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive any benefits, including an Individual Class Payment, under this Agreement, or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty [60] days after the Administrator's mailing of the Class Notice (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

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

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

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

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide

written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within ten [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven [7] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 910 Class Members and approximately 49,500 Total Workweeks during the Class period and (2) there were approximately 765 Aggrieved Employees who worked approximately 19,800 Pay Periods during the PAGA Period.^{vii} Defendant represents that there are an estimated 49,500 workweeks during the Class Period. If the number of workweeks during the Class Period is more than 10% greater than this figure (i.e., if there are 54,451 or more workweeks worked by the settlement Class Members), Defendant, at its option, agrees to either: (1) increase the Gross Settlement Amount by the same percentage above 10%, such that it shall increase by one (1) percent for every one percent increase in Workweeks over the 10% threshold (e.g., if there was a 12% increase in the number of

Workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 2%).

or (2) agree to shorten and close the Class Period on the date that is closest to without exceeding 54,451 workweeks worked by the settlement Class Members so as to eliminate the need to increase the Gross Settlement Amount. Defendant will notify Plaintiff's counsel of its election by no later than 7 days of being notified by the Settlement Administrator that the Escalator Clause is triggered.

- 9 **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen days [14] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- 10 **MOTION FOR FINAL APPROVAL.** Not later than sixteen [16] court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement

solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Plaintiff or Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12 **ADDITIONAL PROVISIONS.**

No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that Defendant is entering into this Agreement due to the cost, time and resources associated with defending the action, the disruption to the business, and the uncertainties of litigation. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant

reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.1 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZ, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties

are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Parties in this Settlement.
- 12.6 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.12 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
enguyen@lidmanlaw.com
tgose@lidmanlaw.com

Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

To Defendant:

John A. Haubrich, Esq.
Anna Rozman, Esq.
O’HAGEN MEYER
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Telephone: (213) 423-6008
Alternative Phone: (213) 423-6001

Email: jhaubrich@ohaganmeyer.com
arozman@ohaganmeyer.com

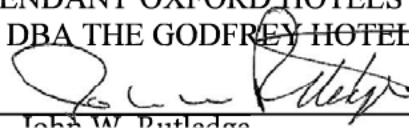
- 12.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of

this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED:

DEFENDANT OXFORD HOTELS AND RESORTS,
LLC DBA THE GODFREY HOTEL HOLLYWOOD

By: 
John W. Rutledge

Its: Authorized Signatory

DATED: Nov 5, 2025

PLAINTIFF LUIS BORQUEZ

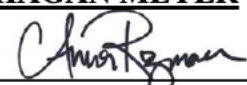
By: 
Luis Borquez (Nov 5, 2025 12:30:06 PST)

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: November 7, 2025

O'HAGAN MEYER



John A. Haubrich

Anna Rozman

Attorney for Defendant

DATED: November 5, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines

Attorneys for Plaintiff

DATED: November 5, 2025

LIDMAN LAW, APC

By: 

Scott M. Lidman

Attorneys for Plaintiff

EXHIBIT A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Luis Borquez v. Oxford Hotels and Resorts, LLC dba The Godfrey Hotel
Hollywood, Case No. 22STCV35743*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Oxford Hotels and Resorts, LLC dba The Godfrey Hotel Hollywood (abbreviate name; “Oxford” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by an Oxford non-exempt employee Luis Borquez (“Plaintiff”) and seeks payment of (1) unpaid minimum wages, overtime wages, missed meal and rest period premiums, wage statement penalties, reimbursement of business expenses, and restitution under California Business and Professions Code section 17200 for a class of non-exempt employees (“Class Members”) who worked for Oxford in California during the Class Period November 10, 2018 to July 20, 2025; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Oxford in California during the PAGA Period (November 10, 2021 to July 20, 2025) (“Aggrieved Employees”).

Oxford strictly denies violating any laws or failing to pay any wages, and contends it complied with all applicable laws. The Court has not ruled on the merits of the parties’ claims or defenses. However, the parties have agreed to resolve their dispute by way of a Settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Oxford to fund Individual Class Payments, and (2) a PAGA Settlement requiring Oxford to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Oxford’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____(less withholding), and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Oxford’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Oxford’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. Workweeks and Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. If you believe that you worked more Workweeks during the Class Period or more Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Oxford to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Oxford.

If you worked for Oxford during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Oxford.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by timely submitting the written Request for Exclusion or otherwise notifying the Administrator in writing, as set forth in more detail below. If you opt-out of the Class portion of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Oxford, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Oxford will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, and be eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up (release) your right to assert the wage and hour claims against Oxford that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a timely, written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Oxford must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. Workweeks and Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status. The number Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Oxford's records are stated on the first page of this Notice. If you disagree with your Class Period Workweeks, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a non-exempt Oxford employee. The Action accuses Oxford of violating California labor laws by failing to pay overtime wages, minimum wages, failing to provide meal periods and rest breaks, failing to reimburse necessary business expenses, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul Haines of Haines Law Group, APC ("Class Counsel.")

Oxford strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Oxford or Plaintiff is correct on the

merits. In the meantime, Plaintiff and Oxford hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Ultimately, through months of continued direct negotiations, the negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Oxford have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Oxford does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Oxford has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Oxford Will Pay \$675,000.00 as the Gross Settlement Amount (Gross Settlement). Oxford has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Oxford will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$275,000.00 [1/3 of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$32,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$16,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and XYZ are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to [e.g., interest, etc.] (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (Oxford will separately pay employer payroll taxes it owes on the Wage Portion.)] The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Oxford have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are solely responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Oxford. You cannot opt-out of the

PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Oxford based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Oxford have agreed that, in either case, the Settlement will be void: Oxford will not pay any money and Class Members will not release any claims against Oxford.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Oxford has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Oxford or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, during the Class Period based on same or substantially similar facts stated in the Operative Complaint and ascertained in the course of the Action including, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys’ fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, claims based on facts occurring outside the Class Period, or claims that cannot be waived by private agreement.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Oxford has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Oxford, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Oxford or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Oxford's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The

Administrator will accept Oxford's calculation of Workweeks and/or Pay Periods based on Oxford's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Oxford's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Oxford are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class

Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action Luis Borquez v. Oxford Hotels and Resorts, LLC dba The Godfrey Hotel Hollywood and include your name, current address, telephone number and approximate dates of employment for Oxford and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department [7] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Oxford and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ____ (specify entity) website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV35743. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245
Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
mmoore@lidmanlaw.com
tgose@lidmanlaw.com

Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.