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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 LAURA HODSON WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION** Date: September 2, 2026 Time: 10:30 a.m. Dept.: SSC-12

DECLARATION OF LAURA HODSON

I, LAURA HODSON, declare as follows:

1. I am a Project Manager at Simpluris, the Court-appointed Class Action Settlement Administrator for the *Borquez v. Oxford Hotels and Resorts, LLC* matter (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Simpluris was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") for this matter, Simpluris was responsible for: (i) preparing, printing, translating and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 10, 2018 to July 20, 2025 ("Class Period") and the number of pay periods that each PAGA Member worked during the time period from November 10, 2021 to July 20, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Notice ("Requests for Exclusion"), written objections to the Class Notice ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payment to Participating Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Class Members and Individual PAGA Payments to PAGA Members; (vii) issuing the payment to Class Counsel for the Attorney's Fees and Costs Award, Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Class Notice or as the Parties mutually agree or as the Court orders.

3. On April 23, 2026, Simpluris received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, number of Workweeks and Pay Periods for each Class Member and/or Aggrieved Employee, and information about whether Class Members received any portion of the previously Paid Settlement Amount ("Class

Data") during the Class Period. The final mailing list contained 1,004 individuals identified as Class Members. The escalator clause was not triggered.

4. On June 1, 2026, Simpluris conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On June 1, 2026, Simpluris mailed the Class Notice via U.S. first class mail to all 1,004 Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, 122 Notices have been returned to Simpluris. As of the date of this declaration, 21 Notices were, or remain, undeliverable.

7. As of the date of this declaration, Simpluris has received zero <u>(0) Requests for Exclusion</u> from Class Members. The deadline to request exclusion from the Class Settlement was July 31, 2026.

8. As of the date of this declaration, Simpluris has received zero <u>(0) Notice of Objection</u> from Class Members. The deadline for objecting to the Class Notice was July 31, 2026.

9. As of the date of this declaration, Simpluris has received zero <u>(0) Workweek disputes</u> from Class Members. The deadline for submitting a dispute was July 31, 2026.

10. As of the date of this declaration, none of the 1,004 Class Members have submitted a timely and valid Request for Exclusion and are therefore deemed Participating Class Members, representing 100% of the Class. Participating Class Members have worked a collective total of 53,831.12 Workweeks during the Class Period. Each Workweek is valued at approximately $6.79.

11. The Net Settlement Amount of $369,389.78 available to pay Participating Class Members was determined by subtracting the requested Attorney Fees ($225,000.00), and Costs ($27,382.22), requested Enhancement Payment to Plaintiff ($7,500.00), PAGA Penalties and LWDA Payment ($30,000.00), and the requested Administration Costs ($15,728.00) from the Gross Settlement Amount ($675,000.00).

12. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment is estimated to be $2,226.36, the lowest Individual Settlement Payment is estimated to be $0.95, while the average Individual Settlement Payment is estimated to be $363.93. Participating Class Members will be issued payment of their Individual Settlement Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

13. Additionally, $30,000.00 of the Remaining Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $7,500.00, of which shall be paid to all Aggrieved Employees. There are 834 Aggrieved Employees who worked a total of 22,095.31 Pay Periods. The highest Individual PAGA Payment is estimated to be $32.71, the lowest Individual PAGA Payment is estimated to be $0.02, and the average Individual PAGA Payment is estimated to be $8.99.

14. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

15. Simpluris' costs associated with the administration of this matter are $15,728.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Simpluris is attached hereto as **Exhibit B**.

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

Executed on August 3, 2026, in Atlanta, Georgia.

Laura Hodson

LAURA HODSON

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

«IMbfullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «City», «State» «Zip»-«ZipDPC3»

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 $«MERGED_Class_EstSettAmnt_CALC» (less withholding), and your Individual PAGA Payment is estimated to be $«MERGED_PAGA_EstSettAmnt_CALC»**. 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 «MERGED_WW_CALC» workweeks** during the Class Period and **you worked «MERGED_PayPeriods_CALC» 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).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is July 31, 2026**	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 July 31, 2026**	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 September 2, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 2, 2026. 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 July 31, 2026**	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 July 31, 2026. 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?

A. <u>Oxford Will Pay $675,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. 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 28 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.

B. <u>Court Approved Deductions from Gross Settlement</u>. 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:

i. Up to $225,000.00 (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.

ii. 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.

iii. Up to $17,500.00 to the Administrator for services administering the Settlement.

iv. 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.

C. 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.

D. Taxes Owed on Payments to Class Members. Plaintiff is asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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.

E. 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.

F. 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 **July 31, 2026**, 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 **July 31, 2026** 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.

G. 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.

H. Administrator. The Court has appointed a neutral company Simpluris, Inc. (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.

I. 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, or claims based on facts occurring outside the Class Period.

J. 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?

A. 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.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $7,500 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.

C. 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 **July 31, 2026** 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 Luis Borquez v. Oxford Hotels and Resorts, LLC dba The Godfrey Hotel Hollywood, 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 July 31, 2026, 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 September 2, 2026 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 www.1400cahuengasettlement.com or the Court's website LACourtConnect (https://www.lacourt.org/lacc/).

A Participating Class Member 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 July 31, 2026**. 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 September 2, 2026, at 10:30 a.m. in Department 12 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 www.1400cahuengasettlement.com 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 Simpluris, Inc.'s website at www.1400cahuengasettlement.com. 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:

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Fax Number: (714)-824-8591

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.

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE HOMOLOGADA POR LA CORTE Y FECHA DE AUDIENCIA PARA LA HOMOLOGACIÓN DEFINITIVA POR PARTE DE LA CORTE

Luis Borquez v. Oxford Hotels and Resorts, LLC que opera comercialmente como The Godfrey Hotel Hollywood,
Caso No. 22STCV35743

«IMbullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«NoticeEncoded»

La Corte Superior del Estado de California autorizó esta Notificación. ¡Léala atentamente!
No se trata de correo basura, ni de spam, ni de un anuncio o una solicitud por parte de un abogado. Usted no está siendo demandado.

Puede ser elegible para recibir dinero de un juicio de acción de clase de un empleado ("Acción") contra el Demandado Oxford Hotels and Resorts, LLC que opera comercialmente como The Godfrey Hotel Hollywood (nombre abreviado; "Oxford" se utiliza en el presente como marcador de posición) por supuestas violaciones de salarios y horas. La Acción fue presentada por un empleado no exento de Oxford Luis BORQUEZ ("Demandante") y solicita el pago de (1) salarios mínimos impagos, salarios por horas extra, primas por períodos de comida y descanso no tomados, sanciones por talones de cheque, reembolso de gastos comerciales y restitución conforme al artículo 17200 del Código de Negocios y Profesiones de California para una clase de empleados no exentos ("Miembros de la Clase") que trabajaron para Oxford en California durante el Período de la Clase del 10 de noviembre del 2018 al 20 de julio del 2025; y (2) sanciones conforme a la Ley de Procuraduría General Privada de California ("PAGA") para todos los empleados no exentos que trabajaron para Oxford en California durante el Período de la PAGA (10 de noviembre del 2021 al 20 de julio del 2025) ("Empleados Agraviados").

Oxford niega estrictamente haber violado cualquier ley o no haber pagado ningún salario y sostiene que cumplió con todas las leyes aplicables. La Corte no se ha pronunciado sobre el fondo de la causa de los reclamos o defensas de las partes. Sin embargo, las partes han acordado resolver su disputa mediante un Acuerdo.

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Clase que requiere que Oxford financie los Pagos Individuales de la Clase, y (2) un Acuerdo en virtud de la PAGA que requiere que Oxford financie los Pagos Individuales en virtud de la PAGA y pague sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") de California.

Según los registros de Oxford y las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase es de $«MERGED_Class_EstSettAmnt_CALC» (menos las retenciones), y su Pago Individual en virtud de la PAGA se estima en $«MERGED_PAGA_EstSettAmnt_CALC»**. El importe real que puede recibir probablemente será diferente en función de una serie de factores. (Si no se indica ningún monto para su Pago Individual en virtud de la PAGA, de acuerdo con los registros de Oxford, usted no es elegible para un Pago Individual en virtud de la PAGA en virtud del Acuerdo porque no trabajó durante el Período de la PAGA).

Las estimaciones anteriores se basan en los registros de Oxford que muestran que **usted trabajó «MERGED_WW_CALC» semanas de trabajo** durante el Período de la Clase y **trabajó «MERGED_PayPeriods_CALC» Períodos de Pago** durante el Período de la PAGA. Las Semanas de Trabajo y los Períodos de Pago pueden basarse en: (1) semanas/períodos de pago durante al menos un día trabajado; o (2) fechas de contratación y, cuando corresponda, últimas fechas trabajadas o fechas de desvinculación, fechas de recontratación, fechas de cualquier período de licencia y fechas de cualquier transición entre la condición no exento y exento. Si cree que trabajó más Semanas de Trabajo durante el Período de la Clase o más Períodos de Pago durante el Período de la PAGA, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de esta Notificación.

La Corte ya ha homologado de manera preliminar el Acuerdo propuesto y homologó esta Notificación. La Corte no ha decidido aún si otorgará la homologación definitiva. Sus derechos legales se ven afectados ya sea que usted actúe o no. Lea atentamente esta Notificación. Se considerará que la ha leído con atención y entendido. En la Audiencia de Homologación Definitiva, la Corte decidirá si homologa definitivamente el Acuerdo y cuánto del Acuerdo se pagará a la Demandante y a los abogados de la Demandante ("Abogados de la Clase"). La Corte también decidirá si dicta una sentencia que requiera que Oxford realice pagos en virtud del Acuerdo y que los Miembros de la Clase y los Empleados Agraviados renuncien a sus derechos a hacer valer ciertos reclamos contra Oxford.

Si trabajó para Oxford durante el Período de la Clase y/o el Período de la PAGA, tiene dos opciones básicas en virtud del Acuerdo:

(1) **No hacer nada**. No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual en virtud de la PAGA. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer reclamos por salarios y horas del Período de la Clase y reclamos por sanciones del Período de la PAGA contra Oxford.

(2) Exclusión del Acuerdo de Clase. Puede excluirse del Acuerdo de Clase (excluirse) presentando oportunamente la Solicitud de Exclusión por escrito o notificando al Administrador por escrito, como se establece en más detalle a continuación. Si se excluye de la parte de la Clase del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamos por salarios del Período de la Clase contra Oxford y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual en virtud de la PAGA. No puede excluirse de la parte de la PAGA del Acuerdo propuesto.

Oxford no tomará represalias en su contra por ninguna acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No necesita hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase y será elegible para un Pago Individual de la Clase y un Pago Individual en virtud de la PAGA (si lo hubiera). A cambio, renunciará a (exonerará) su derecho a hacer valer los reclamos por salarios y horas contra Oxford que están cubiertos por este Acuerdo (Reclamos Exonerados).

Puede excluirse del Acuerdo de Clase, pero no del Acuerdo en virtud de la PAGA **La fecha límite para excluirse es el 31 de julio del 2026**	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Clase enviando al Administrador una Solicitud de Exclusión escrita y oportuna. Una vez excluido, será un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección **6** de esta Notificación. No puede excluirse de la parte de la PAGA del Acuerdo propuesto. Oxford debe pagar los Pagos Individuales en virtud de la PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos para presentar Reclamos Exonerados (definidos a continuación).
Los Miembros Participantes de la Clase pueden oponerse al Acuerdo de Clase, pero no al Acuerdo en virtud de la PAGA **Las oposiciones escritas deben presentarse antes del 31 de julio del 2026**	Todos los Miembros de la Clase que no se excluyan ("Miembros Participantes de la Clase") pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte de homologar definitivamente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y a la Demandante que llevó adelante la Acción en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a la Demandante, pero cada dólar pagado a los Abogados de la Clase y a la Demandante reduce el importe total pagado a los Miembros Participantes de la Clase. Puede oponerse a los montos solicitados por los Abogados de la Clase
Puede participar en la Audiencia de Homologación Definitiva del 2 de septiembre del 2026	La Audiencia de Homologación Definitiva de la Corte está programada para realizarse el miércoles, 02 de septiembre de 2026. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Homologación Definitiva. Consulte la Sección **8** de
Puede impugnar el cálculo de sus Semanas de Trabajo/Períodos de Pago **Las impugnaciones escritas deben presentarse antes del 31 de julio del 2026**	El importe de su Pago Individual de la Clase y el Pago Individual en virtud de la PAGA (si lo hubiera) depende de cuántas semanas de trabajo trabajó durante el Período de la Clase y cuántos Períodos de Pago trabajó durante el Período de la PAGA, respectivamente. Las Semanas de Trabajo y los Períodos de Pago pueden basarse en: (1) semanas/períodos de pago durante al menos un día trabajado; o (2) fechas de contratación y, cuando corresponda, últimas fechas trabajadas o fechas de desvinculación, fechas de recontratación, fechas de cualquier período de licencia y fechas de cualquier transición entre la condición no exento y exento. La cantidad de Semanas de Trabajo del Período de la Clase y la cantidad de Períodos de Pago del Período de la PAGA que trabajó de acuerdo con los registros de Oxford se indican en la primera página de esta Notificación. Si no está de acuerdo con sus Semanas de Trabajo del

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

El Demandante es un empleado no exento de Oxford. La Acción acusa a Oxford de violar las leyes laborales de California al no pagar salarios por horas extra, salarios mínimos, no proporcionar períodos de comida y de descanso, no reembolsar gastos comerciales necesarios y no proporcionar talones de cheque precisos y desglosados. Sobre la base de los mismos reclamos, el Demandante también ha afirmado un reclamo de restitución conforme al artículo 17200 del Código de Negocios y Profesiones de California y un reclamo por sanciones civiles conforme a la Ley de Procuraduría General Privada de California (Código Laboral §§ 2698, *et seq*.) ("PAGA"). El Demandante está representada por abogados en la Acción: Scott M. Lidman, Milan Moore y Tiara Gose-Hardy de Lidman Law, APC y Paul Haines de Haines Law Group, APC ("Abogados de la Clase").

Oxford niega rotundamente haber violado cualquier ley o no haber pagado ningún salario y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HA RESUELTO?

Hasta ahora, la Corte no ha tomado ninguna determinación sobre si Oxford o la Demandante tienen razón en cuanto al fondo de la cuestión. Mientras tanto, la Demandante y Oxford contrataron a un mediador neutral con experiencia en un esfuerzo por resolver la Acción negociando la finalización del caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. En última instancia, durante meses de negociaciones directas continuas, las negociaciones tuvieron éxito. Al firmar un largo acuerdo escrito ("Acuerdo") y aceptar conjuntamente solicitar a la Corte dictar una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, la Demandante y Oxford han negociado un Acuerdo propuesto que está sujeto a la Homologación Definitiva de la Corte. Ambas partes aceptan que el Acuerdo propuesto es un compromiso de reclamos disputados. Al aceptar llegar a un acuerdo, Oxford no admite ninguna violación ni concede el mérito de ningún reclamo.

El Demandante y el Abogado de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque creen que: (1) Oxford ha acordado pagar un monto justo, razonable y adecuado considerando la solidez de los reclamos y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y los Empleados Agraviados. La Corte homologó de manera preliminar el Acuerdo propuesto como justo, razonable y adecuado, autorizó esta Notificación y programó una audiencia para determinar la Homologación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Oxford pagará $675,000.00 como Importe Bruto del Acuerdo (Acuerdo Bruto). Oxford ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales en virtud de la PAGA, el Aumento en el Pago al Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA") de California Suponiendo que la Corte otorgue la Homologación Definitiva, Oxford financiará el Acuerdo Bruto no más de 28 días después de que la Sentencia dictada por la Corte sea definitiva. La Sentencia será definitiva en la fecha en la que la Corte la dicte, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se apela la Sentencia.

2. Deducciones del Acuerdo Bruto homologadas por la Corte. En la Audiencia de Homologación Definitiva, la Demandante y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por la Corte en la

Audiencia de Homologación Definitiva:

A. Hasta $225,000.00 [1/3 del Acuerdo Bruto] a los Abogados de la Clase por honorarios de abogados y hasta $32,000.00 por sus gastos de litigación. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin pago.

B. Hasta $7,500.00 como Aumento en el Pago al Representante de la Clase por presentar la Acción, trabajar con los Abogados de la Clase y representar a la Clase. El Aumento en el Pago al Representante de la Clase será el único dinero que la Demandante recibirá aparte del Pago Individual de la Clase de la Demandante y cualquier Pago Individual en virtud de la PAGA.

C. Hasta $17,500.00 al Administrador por los servicios de administración del Acuerdo.

D. Hasta $30,000.00 por sanciones en virtud de la PAGA, asignado 75% al Pago en virtud de la PAGA de la LWDA y 25% en Pagos Individuales en virtud de la PAGA a los Empleados Agraviados según sus Períodos de Pago del Período de la PAGA.

Los Miembros Participantes de la Clase tienen derecho a oponerse a cualquiera de estas deducciones. La Corte tendrá en cuenta todas las oposiciones.

3. Acuerdo Neto distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores a los importes aprobados por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase en función de sus Semanas de Trabajo durante el Período de la Clase.

4. Impuestos adeudados sobre los Pagos a los Miembros de la Clase. La Demandante solicitan a la Corte que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios imponibles ("Parte Salarial") y del 80% a [p. ej., intereses, etc.] ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y deberá informarse en los Formularios W-2 del IRS. [Opción 1: (Oxford pagará por separado los impuestos sobre la nómina de pago del empleador que adeuda sobre la Parte Salarial.)] Los Pagos Individuales en virtud de la PAGA se cuentan como sanciones en lugar de salarios para fines impositivos. El Administrador informará los Pagos Individuales en virtud de la PAGA y las Partes No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

   Si bien el Demandante y Oxford han aceptado estas asignaciones, ninguna de las partes lo asesora sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es el único responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre los impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Debe consultar a un asesor impositivo si tiene alguna pregunta sobre las consecuencias impositivas del Acuerdo propuesto.

5. Necesidad de cobrar inmediatamente los cheques de pago. El anverso de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales en virtud de la PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre.

   Si el dinero representado por su cheque se envía a la Propiedad No Reclamada del Controlador, debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitud de Exclusión del Acuerdo de Clase (exclusiones). Será tratado como un Miembro Participante de la Clase que participa plenamente en el Acuerdo de Clase, a menos que notifique al Administrador por escrito, a más tardar **el 31 de julio del 2026**, que desea excluirse. La forma más fácil de notificar al Administrador es enviar una Solicitud de Exclusión escrita y firmada antes de la Fecha Límite para la Respuesta del **31 de julio del 2026**. La Solicitud de Exclusión debe ser una carta del Miembro de la Clase o su representante, en la que se establezca el nombre, dirección actual, número de teléfono y una simple declaración del Miembro de la Clase en la que indique que desea ser excluido del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamos por salarios y horas contra Oxford. No puede excluirse de la parte de la PAGA del Acuerdo. Los Miembros de la Clase que se excluyen del Acuerdo de Clase (Miembros No Participantes de la Clase) siguen siendo elegibles para los Pagos Individuales en virtud de la PAGA y deben renunciar a su derecho a hacer valer reclamos en virtud de la PAGA contra Oxford en función de los hechos del Período de la PAGA alegados en la Acción

7. El Acuerdo propuesto será nulo si la Corte niega la Homologación Definitiva. Es posible que la Corte se niegue a otorgar la Homologación Definitiva del Acuerdo o dictar una Sentencia. También es posible que la Corte dicte una Sentencia que se revoque en la apelación. Los Demandantes y Oxford han acordado que, en cualquier caso, el Acuerdo será nulo: Oxford no pagará ninguna suma de dinero y los Miembros de la Clase no exonerarán ningún reclamo contra Oxford.

8. Administrador. La Corte ha designado a una compañía neutral Simpluris, Inc. (el "Administrador") para enviar esta Notificación, calcular y realizar pagos y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las impugnaciones de los Miembros de la Clase durante las Semanas de Trabajo, enviará y reenviará por correo los cheques del acuerdo y formularios impositivos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de esta Notificación.

9. Exoneración de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y Oxford haya financiado por completo el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina de pago del empleador, los Miembros Participantes de la Clase tendrán prohibido legalmente hacer valer cualquiera de los reclamos exonerados en virtud del Acuerdo. Esto significa que, a menos que se excluya válidamente del Acuerdo de Clase, no puede demandar, continuar demandando ni ser parte de ningún otro juicio contra Oxford o entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones en virtud de la PAGA basadas en los hechos del Período de la PAGA, como se alega en la Acción y se resuelve en este Acuerdo.

   Los Miembros Participantes de la Clase quedarán sujetos a la siguiente exoneración:

   Todos los Miembros Participantes de la Clase, en nombre de sí mismos y de sus respectivos representantes, agentes, abogados, herederos, administradores pasados y presentes, los sucesores y cesionarios exoneran a las Partes Exoneradas de (i) todos los reclamos que se alegaron, o podrían haberse alegado razonablemente, durante el Período de la Clase sobre la base de los mismos hechos o sustancialmente similares establecidos en la Demanda Vigente y comprobados en el transcurso de la Acción, lo que incluye, (1) no pagar todos los salarios por horas extra adeudados; (2) no pagar todos los salarios mínimos adeudados; (3) no proporcionar períodos de comida; (4) no autorizar ni permitir períodos de descanso; (5) no proporcionar talones de cheque precisos y desglosados; (6) no proporcionar pago por presentarse a trabajar; (7) no reembolsar los gastos comerciales necesarios; y (8) Competencia Desleal y las Órdenes Salariales relevantes emitidas por la Comisión de Bienestar Industrial, y todos y cada uno de los reclamos relacionados por honorarios y costos de abogados. Excepto según se establece en la Sección 5.3 de este Acuerdo, los Miembros Participantes de la Clase no exoneran ningún otro reclamo, incluidos reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Igualdad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo, o reclamos basados en hechos que ocurrieron fuera del Período de la Clase.

10. Exoneración en virtud de la PAGA de los Empleados Agraviados. Después de que la sentencia de la Corte sea definitiva, y Oxford haya pagado el Acuerdo Bruto (y pagado por separado los impuestos sobre la nómina de pago del lado del empleador), todos los Empleados Agraviados tendrán prohibido hacer valer reclamos en virtud de la PAGA contra Oxford, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de la Clase y aquellos que se excluyen del Acuerdo de Clase, no pueden demandar, continuar demandando o participar en cualquier otro reclamo en virtud de la PAGA contra Oxford o sus entidades relacionadas sobre la base de los hechos del Período de la PAGA alegados en la Acción y resueltos por este Acuerdo.

    Las Exoneraciones de los Empleados Agraviados para Miembros Participantes y No Participantes de la Clase son las siguientes:

    > Se considera que todos los Miembros No Participantes de la Clase que son Empleados Agraviados exoneran, en nombre de sí mismos y de sus respectivos representantes, agentes, abogados, herederos, administradores, pasados y presentes, sucesores y cesionarios, las Partes Exoneradas de todos los reclamos por sanciones en virtud de la PAGA que se alegaron, o podrían haberse alegado razonablemente, sobre la base de los hechos del Período de la PAGA establecidos en la Demanda Vigente y la Notificación de la PAGA, lo que incluye (1) no pagar todos los salarios por horas extra adeudados; (2) no pagar todos los salarios mínimos adeudados; (3) no proporcionar períodos de comida; (4) no autorizar ni permitir períodos de descanso; (5) no proporcionar talones de cheque precisos (6) no proporcionar pago por presentarse a trabajar; (7) no reembolsar los gastos comerciales necesarios; y (8) Competencia Desleal, y las Órdenes Salariales relevantes emitidas por la Comisión de Bienestar Industrial, y todos los reclamos relacionados por honorarios y costos de abogados.

4. ¿DE QUÉ FORMA EL ADMINISTRADOR CALCULARÁ MI PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase mediante (a) la división del Importe Neto del Acuerdo por la cantidad total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase y (b) la multiplicación del resultado por la cantidad de Semanas de Trabajo trabajada por cada Miembro Participante de la Clase.

2. Pagos Individuales en virtud de la PAGA. El Administrador calculará los Pagos Individuales en virtud de la PAGA (a) dividiendo $7,500 por la cantidad total de Períodos de Pago en virtud de la PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por la cantidad de Períodos de Pago del Período de la PAGA trabajados por cada Empleado Agraviado individual.

3. Disputas de Semanas de Trabajo/Período de Pago. La cantidad de Semanas de Trabajo de la Clase que trabajó durante el Período de la Clase y la cantidad de Períodos de Pago en virtud de la PAGA que trabajó durante el Período de la PAGA, según se registra en los registros de Oxford, se indican en la

primera página de esta Notificación. Tiene hasta **el 31 de julio del 2026** para impugnar la cantidad de Semanas de Trabajo y/o Períodos de Pago que se le acreditaron. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

Debe apoyar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo de Semanas de Trabajo y/o Períodos de Pago de Oxford basado en los registros de Oxford como preciso a menos que envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador resolverá las impugnaciones de la Semana de Trabajo y/o Período de Pago en función de su presentación y de los aportes de los Abogados de la Clase (que abogarán en nombre de los Miembros Participantes de la Clase) y los Abogados de Oxford. La decisión del Administrador es definitiva. No puede apelar ni impugnar su decisión final.

5. ¿CÓMO ME PAGARÁN?

a. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un único cheque a cada Miembro Participante de la Clase (es decir, cada Miembro de la Clase que no se excluya), incluidos aquellos que también califican como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual en virtud de la PAGA.

b. Miembros No Participantes de la Clase. El Administrador enviará, por correo de los EE. UU., un único cheque del Pago Individual en virtud de la PAGA a cada Empleado Agraviado que se excluya del Acuerdo de Clase (es decir, a cada Miembro No Participante de la Clase).

Su cheque será enviado a la misma dirección que esta Notificación. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Acción como Luis Borquez v. Oxford Hotels and Resorts, LLC que opera comercialmente como The Godfrey Hotel Hollywood e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, no será válida. **El Administrador debe recibir su solicitud de exclusión antes de julio del 31, 2026, o será inválida.** La Sección 9 de la Notificación tiene la información de contacto del Administrador.

7. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, es posible que desee ver lo que la Demandante y Oxford solicitan a la Corte que apruebe. Al menos 16 días judiciales antes de la Audiencia de Homologación Definitiva del 2 de septiembre del 2026, los Abogados de la Clase y/o la Demandante presentarán ante la Corte (1) una Solicitud de Homologación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una

Solicitud de Honorarios, Gastos de Litigio y Aumento en el Pago que indique (i) el monto que los Abogados de la Clase solicitan y (ii) el monto que la Demandante solicita como Aumento en el Pago al Representante de la Clase. Ante solicitud razonable, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de esta Notificación) le enviarán copias de estos documentos sin costo para usted. También puede verlos en el sitio web del Administrador www.1400cahuengasettlement.com o en el sitio web de la Corte LACourtConnect (https://www.lacourt.org/lacc/).

Un Miembro Participante de la Clase que Gastos y Aumento en el Pago puede desear oponerse, por ejemplo, diciendo que el Acuerdo propuesto es injusto o que los montos solicitados por los Abogados de la Clase o la Demandante son demasiado altos o demasiado bajos. **La fecha límite para enviar oposiciones escritas al Administrador es el 31 de julio del 2026.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Asegúrese de identificar el Luis Borquez v. Oxford Hotels and Resorts, LLC que opera comercialmente como The Godfrey Hotel Hollywood de Acción e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para Oxford y firme la oposición. La Sección 9 de esta Notificación tiene la información de contacto del Administrador.

De forma alternativa, un Miembro Participante de la Clase puede oponerse (o contratar personalmente un abogado que se oponga a su propio cargo) al comparecer ante la Audiencia de Homologación Definitiva. Usted (o su abogado) deben estar listos para decirle a la Corte a qué se opone, por qué se opone y cualquier hecho que respalde su oposición. Consulte la Sección 8 de esta Notificación (inmediatamente a continuación) para conocer los detalles de la Audiencia de Homologación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE HOMOLOGACIÓN DEFINITIVA?

Puede, pero no tiene la obligación de asistir a la Audiencia de Homologación Definitiva el 2 de septiembre del 2026, a las 10:30 a.m. En el Departamento [12] de la Corte Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, CA 90012. En la Audiencia, el juez decidirá si concede la Homologación Definitiva del Acuerdo y cuánto del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. La Corte invitará a quienes presenten oposiciones, los Abogados de la Clase y los Abogados del Demandado a realizar comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) ya sea personalmente o virtualmente a través de LACourtConnect (https://www.lacourt.org/lacc/). Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte reprograme la Audiencia de Homologación Definitiva. Debe consultar el sitio web del Administrador www.1400cahuengasettlement.com con anticipación o contacte al Abogado de la Clase para verificar la fecha y hora de la Audiencia de Homologación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que Oxford y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Simpluris, Inc. en www.1400cahuengasettlement.com. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando (http://www.lacourt.org/casesummary/ui/index.aspx) e ingresando el Número de Caso para la Acción, Caso No. 22STCV35743. También puede hacer una cita para revisar personalmente los documentos judiciales en la Secretaría de la Corte en Stanley Mosk Courthouse llamando al (213) 830-0800.

NO LLAME A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245
Teléfono: (424) 322-4772
Fax: (424) 322-4775
Correo electrónico: 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
Teléfono: (424) 292-2350
Fax: (424) 292-2355
Correo electrónico: phaines@haineslawgroup.com

Administrador del Acuerdo:

Simpluris, Inc.
Dirección de correo electrónico: info@1400cahuengasettlement.com
Dirección postal: P.O. Box 26170, Santa Ana, CA 92799
Teléfono: (833) 386-6560
Número de fax: 714-824-8591

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite un reemplazo antes de la fecha de anulación en el anverso del cheque original. Si su cheque ya es nulo, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

EXHIBIT B

EXHIBIT B

simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250917-PJI-01	Prepared By:	Patrick J. Ivie
Estimate Date:	7/27/2026	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	10/25/2026	Email:	pivie@simpluris.com

	Attorney Contact		Opposing Counsel Contact
Attorney:	**Milan Moore, Esq.**	Attorney:	
Firm:	Lidman Law, APC	Firm:	
Email:	mmoore@lidmanlaw.com	Email:	

Case Name: ***Luis Borquez v. The Oxford Hotels and Resorts, LLC***
Los Angeles County Superior Court
Class and PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that
(1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate; (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	1,004	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Class website: Static website with FAQs, court documents, etc.
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	$110.00	2	$220.00
Static Class Website	$450.00	1	$450.00
Website Hosting and Security Monitoring and Tracking	$90.00	9 Months	$810.00
Database Manager - Initial Data Analysis	$125.00	3	$375.00
		Total:	**$1,855.00**

Notice and Communications

- Spanish Translation of the class Notice
- 10-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translations - assuming 5,000 words	$0.25	5,000	$1,250.00
Bilingual Notice Packet - assuming 20 images	$4.00	1,004	$4,016.00
Postage	$0.72	1,004	$722.88
NCOA/CASS/LACS	$0.14	1,004	$140.56
Undeliverable Processing and Skip Trace	$0.32	101	$32.32
Remail Notice (assuming 85% skip trace success)	$5.00	86	$429.25
Remail Postage	$0.72	86	$61.81
Mailing Supervisor	$55.00	2	$110.00
		Total:	**$6,762.82**

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	$350.00	1	$350.00
Toll Free Monthly Maintenance	$95.00	9 Months	$855.00
IVR (includes toll-free number charges)	$15.00	3	$45.00
		Total:	**$1,250.00**

Administration

• Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	$125.00	2	$250.00
Project Manager	$110.00	3	$330.00
Dispute Processing	$1.75	50	$87.85
Opt-out Processing	$1.75	11	$19.25
Reporting to Counsel (hours)	$100.00	8	$800.00
		Total:	**$1,487.10**

Award Disbursement

• Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
• Disburse award payments and tax documents
• Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
• Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
• Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	$125.00	3	$375.00
Disbursement Manager - Data Validation	$90.00	2	$180.00
Setup Banking Account/QSF	$675.00	1	$675.00
QSF Monthly Reconciliation and Maintenance	$125.00	9	$1,125.00
Print & Mail Distribution Check and Tax Docs	$0.60	1,004	$602.40
Postage	$0.72	1,004	$722.88
Process Returned Checks (assuming 5%)	$0.20	51	$10.20
Skip Trace Search Undeliverable Checks	$0.12	51	$6.12
Remail Checks (includes postage)	$1.70	51	$86.70
Escheat Uncashed Checks	$500.00	1	$500.00
QSF Reporting and Final Declaration	$500.00	1	$500.00
QSF Annual Tax Reporting and Reconciliation	$850.00	1	$850.00
Distribution Manager	$90.00	2	$180.00
		Total:	**$5,813.30**

Case Completion

• Final audit and review
• Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	$125.00	2	$250.00
Clerical-Clean Up Any Misc.	$45.00	2	$90.00
Project Manager-Wrap-up Final Issues	$110.00	2	$220.00
		Total:	**$560.00**

Total Estimated Cost of Administration:	**$17,728**
Less Client Courtesy Discount:	**-$2,000**
Discounted Total:	**$15,728**
Not-To-Exceed Total:	**$18,000**

Terms and Conditions

All settlement administration, notice, claims processing, and other services (“Services”) provided by Simpluris, Inc. or any of its Affiliates (“Simpluris”) for Client are provided subject and pursuant to the following terms and conditions, which govern Simpluris’ provision of Services (the “Terms”):

1. **Services**: Simpluris agrees to provide Client those Services set forth in the proposal provided by Simpluris and accepted by Client or a Client Party, and to which these Terms are attached (the “Proposal”), and any additional Services Simpluris performs at a Client Party’s request or instruction during Client’s engagement of Simpluris’ Services. Simpluris' Services do not include, and shall not be construed or interpreted as, legal advice. Simpluris may use vendors, contractors, and third-party technologies ordinarily used by Simpluris in its operations to enable, facilitate, or support its performance of Services without additional consent or permission from Client. As consideration for such Services, Client agrees to pay, or cause to be paid, to Simpluris the fees for Services performed, as outlined in the Proposal, and which may be updated by Simpluris to reflect fees incurred for Services performed. Due to the nature of the Services, the parties acknowledge that Client may often delegate Client's representatives (including its attorneys), employees, agents, and/or professionals (the "Client Parties", or each a “Client Party”) to engage Simpluris, or provide direction to Simpluris on its behalf with respect to the Services, including by accepting a Proposal or procuring Services on Client’s behalf. Client agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, consent, advice, or other information provided by the Client Parties to the same extent as if provided by Client.
2. **Fee Estimates Not Binding; Client’s Assurances**: Client acknowledges that it is difficult to determine all necessary work and costs or expenses required for the administration or settlement of particular matters, and that while Simpluris endeavors to provide estimates and budgets of fees associated with its Services in a Proposal, such fees set forth in a Proposal represent an estimate of the Simpluris’ Service fees based on the scope of Services and assumptions contemplated and agreed to by the parties at the time of Client’s engagement of Simpluris’ Services, but that such amounts are not intended to be binding, are subject to unforeseen or variable circumstances (including Client’s further needs and instructions during the term of engagement), and are by their nature are inexact. As such, Client acknowledges and agrees that the actual fees charged by Simpluris for its Services may be greater or less than such estimate based on Services performed, and that Client will be responsible for the payment of all such fees charged by Simpluris for its Services. For clarity, Client agrees that, to the extent Client instructs or requires Simpluris to perform Services beyond those identified in the Proposal accepted by Client as of the commencement of the Services (including re-performance or alternate performance of certain tasks, or additional performance of tasks to comply with Client or Client Parties’ requests or instructions), Client shall be responsible for any additional fees and expenses incurred for Simpluris’ Services in connection therewith. In addition, Client agrees that (a) it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement, or similar document governing the matter for which Simpluris’ Services are engaged to provide for the payment of Simpluris’ fees and expenses hereunder, and (b) no agreement to which Simpluris is not a party shall reduce or limit Client’s obligations to make the full and prompt payment of Simpluris’ fees and expenses as set forth herein and in the Proposal.
3. **Billing and Payment**: Depending on the arrangement agreed to between the parties or approved by a court, Simpluris may deduct its fees from the Qualified Settlement Fund ("QSF") associated with the matter for which Services are performed, or invoice Client (or a Client Party) on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Fees invoiced shall be paid within thirty (30) days the date of receipt. Fees unpaid thereafter are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis, and Client shall remain liable to Simpluris for all fees due to Simpluris for Services performed, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.
4. **Use of Technology; Rights of Ownership**: In provision or performance of the Services, Simpluris may use certain proprietary or third party licensed software, applications, tools, programs, websites, equipment, and other technologies or other materials, including those that may be developed by Simpluris or its contractors/subcontractors prior to or during the course of the performance of Services (together, "Simpluris Technologies") to enable its operations and facilitate provision of Services, and may provide or furnish to Client or its end users such Simpluris Technologies in connection with Services provided. Client understands and agrees that, as between the parties, the Simpluris Technologies, and all data, learnings, or output derived therefrom, are the sole property of Simpluris, and may be used at its sole discretion. By engaging or accepting Simpluris' Services, Client agrees not to copy, or permit others to copy, the source code from any Simpluris Technologies or any other programs, content, or materials furnished to Client or its users, and Client consents to Simpluris' use of Simpluris Technologies, which may utilize artificial intelligence tools or programs. Fees paid by Client do not vest in Client any rights in such Simpluris property; it being understood that such property, including any Simpluris Technologies or other materials provided or used, are licensed, and are only made available to Client (or its users) in connection with the Services, subject to these Terms. Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the Simpluris Technologies, programs, system data, or materials provided or used by Simpluris in the performance of the Services. As used in these Terms, the term "programs" shall include, without limitation, data processing programs, specifications, applications, routines, and any related documentation or background technology; and the term "Affiliates" shall mean a legal entity that owns, is owned by, or is under common ownership with Simpluris, Inc., where "ownership" means, direct or indirect control of more than a fifty percent (50%) interest in the voting securities of an entity.
5. **Bank Accounts**: Where applicable or reasonably necessary to perform Services for an engagement, Simpluris will establish a QSF, demand deposit checking account, or other distribution account for funds received related to a settlement distribution or the engagement with a suitable financial institution that support such accounts, unless directed otherwise in writing by a Client Party or the settlement agreement or legal document governing administration of the applicable matter stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with its deposit or maintenance of such settlement funds in accounts supported by these institutions, and such amounts may be retained by Simpluris as a financial benefit and to offset administration costs, including FDIC deposit insurance recordkeeping. The funds and amounts held pursuant to these Terms are at the sole risk of Client, and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution, including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.
6. **Confidentiality**: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services, including any Client Materials. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law or the applicable court order. Client will then have the option to provide Simpluris with qualified legal representation at Client’s sole expense and to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation or these Terms.
7. **Retention of Documents & Data**: Unless otherwise required by a court order or agreed between the parties in writing, (a) all returned/undeliverable physical documents will be securely shredded or destroyed after the data has been confirmed uploaded to Simpluris’ systems or equipment; and (b) Simpluris will adhere to its data deletion policies and will, following conclusion of the Services, destroy all remaining project or engagement-related information from its systems 3 years after the conclusion of the project for which Client engaged Simpluris’ Services, which shall typically mean 3 years after the applicable final check cashing deadline. Simpluris will retain bank and tax documents for such period as it determines is required to maintain compliance with various federal and state law requirements. Storage or retention of data beyond 3 years is available upon request, provided that Client understands and agrees fees associated with such storage will be billed as incurred and Client shall be responsible for such additional fees.
8. **Client Materials; Database Administration**: To the extent Client or Client Parties provide Simpluris with any data, information, or materials related to Client or the matter for which Client has engaged Simpluris’ Services, including those that pertain to individuals subject to the matter or Services, such as, but not limited to, contact information or other personal identifiable information of eligible claimants, prospective class members, or other related parties

(together, “Client Materials”) to facilitate provision of the Services, Client shall be solely responsible for the Client Materials it provides, and represents and warrants that (a) it has, and will maintain for the duration of the Services, all rights, consents, permissions, and/or licenses necessary to collect, and to provide and transmit to Simpluris, any such Client Materials in connection with the Services and to enable Simpluris to use such Client Materials as contemplated in the Proposal and these Terms (including any consents necessary for transmitting or recording calls on its behalf); (b) Simpluris’ use of such Client Materials for performance of Services as agreed between the parties, pursuant to these Terms, or otherwise pursuant to Client’s or Client Parties’ instructions or specifications, will not violate any applicable laws, regulations, or any intellectual property or other proprietary right of a third party; and (c) Client will indemnify Simpluris from and against third party claims that arise from Client or a Client Party’s violation of this Section 8 or Simpluris’ use of the Client Materials solely as authorized or instructed by a Client Party or contemplated hereunder. If Client engages Simpluris to operate calls, recordings, or email or SMS text message campaigns as a part of the Services for or on behalf of Client, Client (i) agrees that it will provide Simpluris with instructions or transcripts necessary to operate such services on its behalf, or hereby authorizes Simpluris to operate such services in accordance with its ordinary business practices, including by using its standard or automated templates, transcripts or recordings, if no such materials are provided by a Client Party, provided that the communications shall reflect the appropriate facts of the matters and be made in accordance with applicable law; and (ii) represents and warrants that it has obtained, for all individuals whose contact information Client provides to Simpluris for performance of Services, the necessary consents, licenses, or permissions for Simpluris and its authorized subcontractors to contact such individuals. Simpluris agrees that it will handle Client Materials received from Client with reasonable care and in compliance with applicable law, and that ownership rights in or to the Client Materials provided shall remain with Client, as between the parties. In addition, Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications, and calculate, mail/email, or otherwise process settlement payments. Client understands that such data must be provided in a complete, consistent, standardized electronic format, unless otherwise agreed between the parties. Simpluris' standardized format is Microsoft Excel, but Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis based on Simpluris' standard rates.

9. **Disclaimer of Warranties; Limitation of Liability**: SIMPLURIS REPRESENTS AND WARRANTS THAT IT WILL PERFORM THE SERVICES DILIGENTLY, WITH COMPETENCE AND REASONABLE CARE. IN NO EVENT WILL SIMPLURIS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CLAIMS, LOSSES, COSTS, PENALTIES, FINES, JUDGMENTS, TAX ACTIVITIES, LOST PROFITS OR BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTIONS OR DELAY, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES RELATING TO THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER CLIENT’S CLAIM IS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIMPLURIS’ CUMULATIVE LIABILITY FOR DAMAGES TO CLIENT (OR A CLIENT PARTY) IN ANY WAY RELATED TO THIS AGREEMENT OR THE SERVICES WILL BE LIMITED TO THE TOTAL FEES CHARGED OR CHARGEABLE FOR THE PARTICULAR PORTION OF THE SERVICES AFFECTED BY SIMPLURIS’ ACT, OMISSION, OR ERROR IN PERFORMANCE. TO THE EXTENT CLIENT ELECTS TO USE ANY SERVICES THAT UTILIZE MACHINE LEARNING OR ARTIFICIALLY INTELLIGENCE BASED TECHNOLOGIES (“AI OFFERINGS”), CLIENT ACKNOWLEDGES THAT, DUE TO THE NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, (A) OUTPUT GENERATED OR DERIVED THEREFROM MAY NOT BE UNIQUE AND THE AI OFFERINGS MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR CLIENT OR A THIRD PARTY; AND (B) THE AI OFFERINGS MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY, AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF CLIENT MATERIALS INPUTTED AND CLIENT OR ITS USERS’ USE OF THE AI OFFERINGS (INCLUDING COMPLIANCE WITH THESE TERMS AND APPLICABLE LAWS), AND, NOTWITHSTANDING ANYTHING ELSE HEREIN, SIMPLURIS WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CLIENT OR ANOTHER PARTY FOR OR IN CONNECTION WITH ANY CLIENT MATERIALS OR OUTPUT, INCLUDING ANY LOSS, LIABILITY, OR DAMAGES RELATING TO OR ARISING THEREFROM. CLIENT IS SOLELY RESPONSIBLE FOR EVALUATING THE CONTENT, NATURE, TONE AND ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR ITS APPLICABLE USE CASES. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
10. **Force Majeure**: To the extent Simpluris' ability to perform its obligations hereunder is prevented, interrupted, or delayed by reasons or events beyond Simpluris' reasonable control, including by flood, fire, earthquake, war, terrorism, riot or civil unrest, pandemic or epidemic, national or regional emergency, labor strike or shortage, industrial disturbances, act of government or other public authority (including passage of law or regulation, or imposition an export or import restriction or quota, or other prohibition), complete or partial government shutdown, disturbances to telecommunications or power systems, or other act of god (together, "Force Majeure Event"), then Simpluris' delay or lack of performance shall be excused, and these Terms, at Simpluris' option, be deemed suspended during the duration of the Force Majeure Event and for a reasonable time thereafter.
11. **Indemnification**: Client will indemnify and hold harmless Simpluris and its respective officers, directors, employees, and agents from and against any losses, damages, costs, and expenses incurred or suffered by Simpluris arising out of any claim, action, or proceeding by a third party, including governmental agencies, arising in connection with, or related to (a) any breach of these Terms by Client; or (b) the processing and handling of any payment or funds by Simpluris in accordance with Client’s instructions, including without limitation, the imposition of any stop payment or void payment on any check, or the wrongful dishonor of a check, by Simpluris pursuant to Client’s instructions.
12. **Termination; Survival**: Client may terminate the Services with thirty (30) days prior written notice to Simpluris, and Simpluris may terminate these Terms (a) for any reason upon no less than sixty (60) days prior written notice to the Client, or (b) upon fifteen (15) days' prior written notice if the Client is not current in payment of fees. Termination of Services or these Terms by either party shall in no event relieve Client of its obligation make any payment for fees due and payable to Simpluris for Services rendered up to the effective date of termination. The following sections of these Terms will survive any expiration or termination of these Terms: 3, 4, 5, 7, 8, 9, 11, 12, 14, 15, and 16.
13. **Electronic Communications**: During the term of the engagement, the parties may wish to communicate electronically with each other at a business email address. However, the parties acknowledge that the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for commonly known viruses and to check the integrity of data before sending information to the other electronically, and to use, to the extent commercially feasible, industry standard technologies and mechanisms to safeguard the transmission of any sensitive or confidential information. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
14. **Notices**: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight delivery services or courier, to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notices shall be addressed to an officer, principal/partner, or legal representative of Client and Simpluris, as applicable.
15. **Waiver; Severability**: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege. If any term, condition, or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.
16. **Entire Agreement**: These Terms and the Proposal to which these Terms are attached embody the entire agreement between the parties with respect to the Services and subject matter hereof, and shall supersede all contemporaneous or prior negotiations, representations, terms, proposals, orders, and/or agreements related thereto, in any format, except to the extent expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party’s authorized representative.