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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO
(UNLIMITED JURISDICTION)

VICKIE WILLIAMS, on behalf of herself and all others similarly situated, and as “aggrieved employees” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

VALLEJO HOSPITALITY LLC, California limited liability company; THREE65 HOSPITALITY LLC, a California limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. FCS059352

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT

Action filed: November 30, 2022
Dept: 8, The Honorable Wendy G. Getty

The Motion of Plaintiff Vickie Williams, Three65 Hospitality LLC, and Three65 Hospitality LLC (hereafter referred to as “the Parties”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Wendy G. Getty presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means All Defendants’ hourly, non-exempt California employees during the Class Period. (collectively “Class Members”), who worked anytime during the Class Period. The “Class Period” shall mean the period of time from November 30, 2018, through March 17, 2025.

3. Based on its records, Defendants estimate that, as of the date of the Settlement Agreement, (1) there are 125 Class Members and 1,669 Total Work Weeks during the Class period and (2) there were 125 Aggrieved Employees who worked 876 Pay Periods during the PAGA Period. If the Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds the referenced 1,669 Work Weeks and/or 79 Class Members by more than 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service Payment, and the LWDA payment, will increase proportionally according to the number of additional Work Weeks or Class Members, whichever results in a higher increase in the Gross Settlement Amount.

4. “Effective Date” means the date by when both of the following have occurred: (a)

1 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
6 day after the appellate court affirms the Judgment and issues a remittitur.

7 5. This action is provisionally certified pursuant to section 382 of the California Code
8 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
9 purposes of settlement only with respect to the proposed Settlement Class.

10 6. Not later than 15 days after the Court grants Preliminary Approval of the
11 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
12 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
13 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
14 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
15 employees who need access to the Class Data to effect and perform under the Settlement
16 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
17 discover that the Class Data omitted class member identifying information and to provide
18 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
19 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
20 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
21 issues related to missing or omitted Class Data.

22 7. No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state the number of
24 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

25 8. Using best efforts to perform as soon as possible, and in no event later than 14
26 days after receiving the Class Data, the Administrator will send to all Class Members identified
27 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
28 with Spanish translation, if applicable substantially in the forms attached to this order as Exhibits

1 **A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar amounts
2 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
3 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
4 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
5 using the National Change of Address database.

6 9. Not later than 3 business days after the Administrator's receipt of any Notice
7 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
8 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
9 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
10 Packet to the most current address obtained. The Administrator has no obligation to make further
11 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
12 the USPS a second time.

13 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
14 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
15 contact information is Peter Samuel, Esq., Samuel and Samuel, 5050 Sunrise Blvd Ste C-1, Ste
16 C-1, Fair Oaks, CA, 95628-4942.

17 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
18 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
19 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
20 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
21 re-mailed Notice Packet.

22 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data and should
24 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
25 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
28 requiring them to exercise options under the Settlement Agreement not later than 14 days after

1 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

2 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
3 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
4 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
5 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
6 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
7 the Class Member's election to be excluded from the Settlement and includes the Class Member's
8 name, address and email address or telephone number. To be valid, a Request for Exclusion must
9 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
10 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

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

20 15. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
22 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
23 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
24 Participating Class Member actually receives the Class Notice or objects to the Settlement.

25 16. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
27 right to object to the class action components of the Settlement. Plaintiff releases all claims for
28 civil penalties that could have been sought by the Labor Commissioner for the violations

1 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
2 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
3 Participating Class Member.

4 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
5 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
6 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
7 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
8 A Work Week Dispute form, attached as Exhibit C, may be used for this purpose but is not
9 required. The Class Member may challenge the allocation by communicating with the
10 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
11 Member to submit supporting documentation. In the absence of any contrary documentation, the
12 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
13 correct so long as they are consistent with the Class Data. The Administrator's determination of
14 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
15 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
16 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
17 Class Counsel and the Administrator's determination the challenges.

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

22 19. Participating Class Members may send written objections to the Administrator, by
23 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
24 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
25 Participating Class Member who elects to send a written objection to the Administrator must do
26 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
27 14 days for Class Members whose Notice Packet was re-mailed). The Objection form attached as
28 Exhibit D may be used for this purpose but is not required.

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

3 21. Not later than 14 days before the date by which Plaintiff is required to file the
4 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
5 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
6 compliance with all of its obligations under the Settlement Agreement, including, but not limited
7 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
8 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
9 from Settlement it received (both valid or invalid), the number of written objections and attach
10 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
11 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
12 declaration(s) in Court.

13 22. The Court approves, as to form and content, the Class Notice in substantially the
14 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
15 substantially the form attached as Exhibit B to this Order, the Work Weeks Dispute form in
16 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
17 the form attached as Exhibit D to this Order.

18 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
19 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

20 24. The Court approves, for settlement purposes only, Vickie Williams as the Class
21 Representative.

22 25. The Court approves APEX Class Action Administration as the Administrator.

23 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
24 costs subject to final review by the Court.

25 27. The Court preliminarily approves the estimated Administrator costs payable to the
26 Administrator subject to final review by the Court.

27 28. The Court preliminarily approves Plaintiff's Class Representative Service
28 Payment subject to final review by the Court.

29. A Final Approval Hearing shall be held on ____ at ____.m. in Department 8 of the Superior Court for the State of California, County of Solano, located at the Old Solano Courthouse, 580 Texas St., Fairfield, CA 94533 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class representative. The notice of motion and all briefs and materials in support of the motion for final approval of class action settlement and motion for attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.

Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of the motion for final approval.

30. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. The Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

DATE _____

**THE HONORABLE WENDY G.
GETTY
SUPERIOR COURT JUDGE**

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EXHIBIT A

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1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. The Court has
3 determined only that there is sufficient evidence to suggest that the proposed settlement
4 might be fair, adequate, and reasonable, and that any final determination of those issues
5 will be made at the Final Approval Hearing. Your legal rights are affected whether you act or
6 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.
7 At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement
8 and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class
9 Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to
10 make payments under the Settlement and requires Class Members and Aggrieved Employees to
11 give up their rights to assert certain claims against Defendants.

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

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

18 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
19 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
20 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
21 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
22 for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
23 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of
24 the proposed Settlement.

25 **Defendants will not retaliate against you for any actions you take with respect to the**
26 **proposed Settlement.**

27 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

28 You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
29 You Can Opt-out of the Class Settlement but not the PAGA Settlement 30 The Opt-out Deadline is <<RESPONSE DEADLINE>>	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 written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiff releases Defendants from civil penalties they may owe to the Aggrieved Employees.
	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. 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.
	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	
	You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 whether or not they submitted a written objection. See Section 8 of this Notice.
	You Can Challenge the Calculation of Your Work Week / Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.
	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants 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. 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 Defendants 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, Defendants do 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) Defendants have 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. Gross Settlement Amount. Defendants Will Pay \$250,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have 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 attorney’s 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, Defendants will fund the Gross Settlement with 365 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. No interest, penalties, or liquidated damages shall accrue on any unpaid portion before the 365-day deadline. The Administrator may not issue checks before Defendants have fully funded the QSF unless the Parties agree in writing. The exclusive remedy for non-funding is specific performance on shortened notice; no confession of judgment shall be required or permitted.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Attorney Fees and Costs. Up to \$83,333.33 (33 and 1/3% of the Gross

1 Settlement to Class Counsel for attorneys' fees and up to \$18,500.00 for their litigation expenses.
2 To date, Class Counsel have worked and incurred expenses on the Action without payment.

3 2. Class Representative Service Payment. Up to \$15,000.00 as a Class
4 Representative Service Payment for filing the Action, working with Class Counsel and
5 representing the Class. A Class Representative Service Payment will be the only monies Plaintiff
6 will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

7 3. Administration Expenses. Up to \$4,990.00 to the Administrator for
8 services administering the Settlement.

9 4. PAGA Penalties. Up to \$10,000.00 for PAGA Penalties, allocated 75% to
10 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
11 based on their PAGA Period Pay Periods.

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

14 Based on their records, Defendants estimated that, as of the date of the Settlement, (1)
15 there are 125 Class Members and 1,669 Total Work Weeks during the Class period and (2) there
16 were 125 Aggrieved Employees who worked 876 Pay Periods during the PAGA Period. If the
17 Work Weeks and/or Class Members as of the date the Court approves the settlement exceeds the
18 referenced 1,669 Work Weeks and/or 79 Class Members by more than 10.00%, the Gross
19 Settlement Amount, including the Class Counsel Fees Payment, the Class Representative Service
20 Payment, and the LWDA payment, will increase proportionally according to the number of
21 additional Work Weeks or Class Members, whichever results in a higher increase in the Gross
22 Settlement Amount.

23 C. Net Settlement Distributed to Class Members. After making the above deductions
24 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
25 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
26 Members based on their Class Period Work Weeks.

27 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
28 the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages
("Wage Portion") and 66.67% to interest and penalties ("Non-Wage Portion."). The Wage Portion
is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately
pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

Although Plaintiff and Defendants 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 responsible for paying all taxes (including penalties and interest on back taxes) on any

1 Payments received from the proposed Settlement. You should consult a tax advisor if you have
2 any questions about the tax consequences of the proposed Settlement.

3 E. Need to Promptly Cash Payment Checks. The front of every check issued for
4 Individual Class Payments and Individual PAGA Payments will show the date when the check
5 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 (https://www.sco.ca.gov/search_upd.html) in your name.

6 F.
7 If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you
8 should consult the rules of the Fund for instructions on how to retrieve your money. You can
9 contact the Unclaimed Property Fund at (800) 992-4647.

10 G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
11 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
12 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
13 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
14 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California's labor laws.

15 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
16 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
17 Individual PAGA Payments and Plaintiff releases Defendants from civil penalties they may owe
to the Aggrieved Employees.

18 H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
19 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
20 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
21 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
22 pay any money and Class Members will not release any claims against Defendants.

23 I. Administrator. The Court has appointed a neutral company, APEX Class Action
24 Administration(the "Administrator") to send this Notice, calculate and make payments, and
25 process Class Members' Requests for Exclusion. The Administrator will also decide Class
26 Member Challenges over Work Weeks, mail and re-mail settlement checks and tax forms, and
27 perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

28 J. Participating Class Members' Release. After the Judgment is final and Defendants
have 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

1 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
2 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
3 their officers, directors, employees, and agents 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.

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

5 All Participating Class Members, on behalf of herself and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, release Released Parties from all claims stated in the Operative
Complaint and those based solely upon the facts alleged in the Operative
8 Complaint. Except as set forth in Section 6.3 of the Settlement Agreement,
Participating Class Members do not release any other claims, including claims for
9 vested benefits, wrongful termination, violation of the Fair Employment and
Housing Act, unemployment insurance, disability, social security, workers'
10 compensation, or claims based on facts occurring outside the Class Period.

11 K. The PAGA Release. After the Court's judgment is final, and Defendants have paid
12 the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff releases all
13 claims for civil penalties that could have been sought by the Labor Commissioner for the
violations identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the
14 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
Participating Class Member.

15 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

16 A. Individual Class Payments. The Administrator will calculate Individual Class
17 Payments by (a) dividing the Net Settlement Amount by the total number of Work Week worked
by all Participating Class Members, and (b) multiplying the result by the number of Work Week
18 worked by each individual Participating Class Member.

19 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
20 Payments by (a) dividing \$2,500.00 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
21 worked by each individual Aggrieved Employee.

22 C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
23 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
24 until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or Pay Periods
credited to you. You can submit your challenge by signing and sending a letter to the
25 Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for this
purpose. Section 9 of this Notice has the Administrator's contact information.
26

1 You need to support your challenge by submitting copies of pay stubs or other records.
2 The Administrator will accept Defendants' calculation of Work Weeks and/or Pay Periods based
3 on Defendants' records as accurate unless you send copies of records containing contrary
4 information. You should send copies rather than originals because the documents will not be
5 returned to you. The Administrator will resolve Work Week and/or Pay Period challenges based
6 on your submission and on input from Class Counsel (who will advocate on behalf of
7 Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
8 You can't appeal or otherwise challenge its final decision.

6 5. HOW WILL I GET PAID?

7 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
8 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
9 including those who also qualify as Aggrieved Employees. The single check will combine the
10 Individual Class Payment and the Individual PAGA Payment.

11 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
12 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
13 Settlement (i.e., every Non-Participating Class Member).

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

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

16 Email, fax, or mail a written and signed letter with your name, present address, telephone
17 number, and a simple statement that you do not want to participate in the Settlement. You may
18 use the enclosed Election Not To Participate In Settlement form for this purpose. The
19 Administrator will exclude you based on any writing communicating your request be excluded.
20 Be sure to personally sign your request, identify the Action as *Vickie Williams vs. Vallejo
21 Hospitality LLC*, Case No. FCS059352, and include your identifying information (full name,
22 address, telephone number, approximate dates of employment, and social security number for
23 verification purposes). You must make the request yourself. If someone else makes the request
24 for you, it will not be valid. You should send your Request for Exclusion to the Administrator by
25 email, fax, or send by regular U.S. mail. **The Administrator must be sent your request to be
26 excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice has
27 the Administrator's contact information. If you are an Aggrieved Employee, you will still receive
28 an Individual PAGA Payment.

24 7. HOW DO I OBJECT TO THE SETTLEMENT?

25 Only Participating Class Members have the right to object to the Settlement. Before deciding
26 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
27 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will
28 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why

1 the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award
2 stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and
3 (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon
4 reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will
5 send you copies of these documents at no cost to you. You can also view them and the Settlement
6 Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's
7 website <<COURT WEBSITE>>.

8 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
9 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
10 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
11 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
12 Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what you
13 object to, why you object, and any facts that support your objection. Make sure you identify the
14 Action, *Vickie Williams vs. Vallejo Hospitality LLC*, case no. FCS059352, and include your name,
15 current address, telephone number, and approximate dates of employment for Defendants and
16 sign the objection. Section 9 of this Notice has the Administrator's contact information. You may
17 use the enclosed Objection form for this purpose. You should send your objection to the
18 Administrator by email, fax, or send by regular U.S. mail.

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

24 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

25 You can, but don't have to, attend the Final Approval Hearing on <<FINAL APPROVAL
26 HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 8 of the Solano
27 Superior Court, located at Old Solano Courthouse, 580 Texas St., Fairfield, CA 94533. At the
28 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 by
<<CourtConnect/CourtCall/MicrosoftTeams>>
(<https://www.<<CourtVirtualAppearanceLink>>>). 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 <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
4 Settlement documents is to go to the Administrator's website at <<CLERK OF COURT'S PHONE
5 NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator
6 using the contact information listed below, or consult the Superior Court website by going to
7 (<http://www.<<COURT'S WEBSITE>>.aspx>) and entering the Case Number for the Action, Case
8 No. FCS059352. You can also make an appointment to personally review court documents in the
9 Clerk's Office at the Old Solano Courthouse by calling <<CLERK OF COURT'S PHONE
10 NUMBER>>.

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

13 Class Counsel:

14 Name of Attorney: David Glenn Spivak
15 Email Address: david@spivaklaw.com
16 Name of Firm: The Spivak Law Firm
17 Mailing Address: 8605 Santa Monica Bl
18 PMB 42554
19 West Hollywood, CA 90069
20 Telephone: (213) 725-9094

21 Administrator:

22 Name of Company: APEX Class Action Administration
23 Email Address: —
24 Mailing Address: —
25 Telephone: —
26 Fax Number: —

27 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

28 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
(https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can
contact the Unclaimed Property Fund at (800) 992-4647.

29 **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.

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EXHIBIT B

1 *Williams v. Vallejo Hospitality LLC*
2 **Superior Court of the State of California, County of Solano**
3 Case No. FCS059352

4 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

5 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR**
6 **A SHARE OF THE SETTLEMENT PROCEEDS,**
7 **DO NOT FILL OUT THIS FORM.**

8 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND**
9 **SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR**
10 **POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

11 *Williams v. Vallejo Hospitality LLC* Class Action Administrator
12 APEX Class Action Administration, LLC
13 18 Technology Drive, Suite 154
14 Irvine, CA 92618
15 <https://apexclassaction.com/>
16 1 (800) 355-0700

17 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be
18 excluded from the class and *not* to participate in the proposed settlement. I understand this means that I will not be
19 bound by the Settlement and also will not share in the settlement proceeds. I understand that exclusion from the
20 Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved
21 Employee under the Settlement, I will still receive an Individual PAGA Payment.

22 (Typed or Printed Name)

23 (Address)

24 (City, State, Zip Code)

25 (Telephone Number, Including Area Code)

26 (Identification Number)

27 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
28 correct and was executed on ____.

29 Dated: ____.
30 (Signature)

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EXHIBIT C

1 **WORK WEEK DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Solano
4 *Vickie Williams v. Vallejo Hospitality LLC*, Case No. FCS059352

5 Indicate Name/Address Changes, if any:

6 <<Name>>

7 <<Address>>

8 <<City>>, <<State>> <<Zip Code>>

9 XX – XX -

10 TO ALL DEFENDANTS’ HOURLY, NON-EXEMPT CALIFORNIA EMPLOYEES DURING
11 THE CLASS PERIOD FROM NOVEMBER 30, 2018 THROUGH 03/17/2025.

12 The amount of your estimated Settlement Award is based upon the number of Eligible Work
13 Weeks you worked between November 30, 2018 and March 17, 2025 and Eligible Work Weeks
14 you worked between November 28, 2021 and March 17, 2025. “Individual Class Work Weeks”
15 are defined as any Work Week in which you worked at least one (1) day as an hourly, non-exempt
16 of Vallejo Hospitality LLC, and Three65 Hospitality LLC (“Defendants”) in California during
17 the calendar week. “Individual PAGA Work Weeks” are defined as any Work Week in which
18 you worked at least one (1) day as an hourly, non-exempt of Defendants in California during the
19 calendar week during the period of November 28, 2021 through March 17, 2025. The number of
20 Class and PAGA Work Weeks applicable to your claim are set forth below.

21 **YOUR ELIGIBLE WORK WEEKS**

22 Defendants’ records indicate that you worked <<number of Work Weeks>> Work Weeks
23 between November 30, 2018 and March 17, 2025 and <<number of Work Weeks>> Work Weeks
24 between November 28, 2021 through March 17, 2025.

25 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

26 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
27 in the approximate estimated amount of <<\$Settlement Share Amount>>, minus all applicable
28 payroll and tax deductions, after the Court approves the Settlement and it goes into effect. This
process may take six months or more. You will receive a Form W-2 reflecting the payment to
you. Your Settlement Share reflected on this Notice is only an estimate. The exact amount of the
payment could vary, up or down.

If you wish to dispute the number of November 30, 2018 credited to you, or anything else about
your employment status, you must complete and return this form by indicating what you believe
is incorrect on the blank lines below and return it on or before <<RESPONSE DEADLINE>> to
the Administrator by email, fax, or regular U.S. Mail with proof of the submission date (such as
a postmark or delivery service date stamp). You may use this Work Weeks Dispute form for this

1 purpose. You must also send any documents or other information that you contend supports your
2 belief that the information set forth above is incorrect. The Administrator will resolve any dispute
3 based upon Defendants' records and any information you provide. Please be advised that the
4 information on this Work Weeks Dispute Form is presumed to be correct unless the documents
5 you submit are company records from Defendants.

6 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
7 **WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
8 **STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**

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EXHIBIT D

1 **OBJECTION FORM**

2 ***Vickie Williams v. Vallejo Hospitality LLC***
3 **Superior Court of the State California, County of Solano**
4 **Case No. FCS059352**

5 Please verify and/or complete any missing identifying information:

6 CPT ID: <<CPT ID>>

7 <<Name>>

8 <<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

10 **THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE**
11 **SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF**
12 **YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS**
13 **FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU**
14 **SHOULD EMAIL IT TO <<_____@_____.COM>>, FAX IT TO <<XXX-XXX-**
15 **XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO**
16 **THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE**
17 **ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.**

18 **IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.**
19 **THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING**
20 **DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR**
21 **THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.**

22 The Court will consider your objection at the Final Approval Hearing if you timely submit it.
23 Include any and all evidence and supporting papers (including, without limitation, all briefs,
24 written evidence, and declarations) that you would like the Court to consider. However, you may
25 speak to the Court at the final approval hearing whether or not you submit a timely objection.

26 [] I OBJECT to the *Vickie Williams v. Vallejo Hospitality LLC* Settlement on the
27 following grounds (if additional space necessary, please include additional sheets of paper):

28 _____

