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6 Attorneys for Plaintiff(s),

7 VICKIE WILLIAMS, and all others similarly situated

(Additional attorneys for parties on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SOLANO**

10 **(UNLIMITED JURISDICTION)**

11
12 VICKIE WILLIAMS, on behalf of herself and all
13 others similarly situated, and as "aggrieved
14 employees" on behalf of other "aggrieved
Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 VALLEJO HOSPITALITY LLC, California
18 limited liability company; THREE65
19 HOSPITALITY LLC, a California limited
liability company; and DOES 1-50, inclusive,

20 *Defendant(s).*
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Case No. FCS059352

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Action filed: November 30, 2022

Dept: 8, The Honorable Wendy G.
Getty

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Defendant(s),
VALLEJO HOSPITALITY LLC

1 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
2 between Plaintiff Vickie Williams ("Plaintiff") and defendants Vallejo Hospitality LLC, and
3 Three65 Hospitality LLC (collectively "Defendants"). The Agreement refers to Plaintiff and
4 Defendants collectively as "Parties," or individually as "Party."

5 **1. DEFINITIONS.**

6 1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against
7 Vallejo Hospitality LLC, and Three65 Hospitality LLC captioned "Vickie Williams, on behalf of
8 herself, and all others similarly situated, and as 'aggrieved employees' on behalf of other
9 'aggrieved employees' under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*,
10 vs. Vallejo Hospitality LLC, California limited liability company, Three65 Hospitality LLC, a
11 California limited liability company, and DOES 1 through 50, inclusive, *Defendant(s)*," Case No.
12 FCS059352 initiated on November 30, 2022 and pending in Superior Court of the State of
California, County of Solano.

13 1.2. "Administrator" means APEX Class Action Administration, the neutral entity the
14 Parties have agreed to appoint to administer the Settlement.

15 1.3. "Administration Expenses Payment" means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
with Preliminary Approval of the Settlement.

18 1.4. "Aggrieved Employee" means a person employed by Defendants in California and
19 classified as an hourly, non-exempt employee who worked for Defendants during the PAGA
20 Period.

21 1.5. "Class" means all Defendants' hourly, non-exempt California employees during
22 the Class Period.

23 1.6. "Class Counsel" means David Glenn Spivak of The Spivak Law Firm and Walter
L. Haines of United Employees Law Group.

24 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
26 expenses, respectively, incurred to prosecute the Action.

27 1.8. "Class Data" means Class Member identifying information in Defendants'

possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Work Weeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from November 30, 2018 to March 17, 2025.

1.13. "Class representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class representative.

1.14. "Class Representative Service Payment" means the payments to the Class representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Solano.

1.16. "Defendants" means named Defendants Vallejo Hospitality LLC, and Three65 Hospitality LLC.

1.17. "Defense Counsel" means Peter Samuel of Samuel and Samuel.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
2 Approval of the Settlement.

3 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
4 Approval of the Settlement. A proposed Final Judgment form is attached as Exhibit F.

5 1.22. "Gross Settlement Amount" means \$250,000.00 which is the total amount
6 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
7 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
8 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
9 Service Payment and the Administrator's Expenses.

10 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
11 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
12 during the Class Period.

13 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
14 25% of the PAGA Penalties calculated according to the number of Work Weeks worked during
15 the PAGA Period.

16 1.25. "Judgment" means the judgment entered by the Court based upon the Final
17 Approval.

18 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
19 agency entitled, under Labor Code section 2699, subd. (i).

20 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
21 LWDA under Labor Code section 2699, subd. (i).

22 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
24 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
26 paid to Participating Class Members as Individual Class Payments.

27 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
28 Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Notice Packet" means the Class Notice (Exhibit A), the Election Not to
Participate in Settlement form (Exhibit B), the Work Week Dispute form (Exhibit C), and the
Objection form (Exhibit D) in English with Spanish translations.

1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.32. "PAGA Period" means the period from November 28, 2021 to March 17, 2025.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34. "PAGA Notice" means Plaintiff's November 28, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiff" means Vickie Williams, the named Plaintiff in the Action.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement. A proposed Preliminary Approval Order form is attached as Exhibit E.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3 below.

1.42. "Released Parties" means: Defendants and each of their officers, directors, employees and agents.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member. An Election Not to Participate in Settlement form is attached as Exhibit B.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond

1 the Response Deadline has expired.

2 1.45. "Settlement" means the disposition of the Action effected by this Agreement and
3 the Judgment.

4 1.46. "Workweek" means any week during which a Class Member worked for
5 Defendants for at least one day, during the Class Period.

6 1.47. A Work Week Dispute form is attached as Exhibit C.

7 **2. RECITALS.**

8 2.1. On November 30, 2022, Plaintiff commenced this Action by filing a Complaint
9 alleging causes of action against Defendants for failure to pay wages, unauthorized and unlawful
10 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
11 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
12 timely pay wages, failure to maintain required payroll records, and related claims. On February
13 10, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants
14 for failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal
15 periods, failure to authorize and permit rest periods, failure to indemnify for business expenses,
16 failure to issue proper wage statements, failure to timely pay wages, failure to maintain required
17 payroll records, and related allegations. The First Amended Complaint is the operative complaint
18 in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative
19 Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and
20 deny any and all liability for the causes of action alleged.

21 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
22 notice to Defendants and the LWDA by sending the PAGA Notice.

23 2.3. On September 17, 2025, the Parties participated in an all-day mediation presided
24 over by Mark C. Peters which led to this Agreement to settle the Action (describe alternative
25 means of negotiation.

26 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal
27 discovery, the number of comparable employees, the number of workweeks, the number of pay
28 periods, average rates of pay, sample time records, sample payroll records, written policies,
financial records, and related information. Plaintiff's investigation was sufficient to satisfy the
criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,

1 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
2 (“*Dunk/Kullar*”).

3 2.5. The Court has not granted class certification.

4 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
5 of any other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. MONETARY TERMS.**

8 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
9 Defendants promise to pay \$250,000.00 and no more as the Gross Settlement Amount and to
10 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
11 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
12 payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator
13 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
14 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
15 Gross Settlement Amount will revert to Defendants.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
17 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
18 the Court in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
20 representative of not more than \$15,000.00 each (in addition to any Individual Class Payments and
21 any Individual PAGA Payments the Class representative are entitled to receive as Participating
22 Class Members). Defendants will not oppose Plaintiff’s request for a Class Representative
23 Service Payment that do not exceed this amount. As part of the motion for Class Counsel Fees
24 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
25 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.
26 If the Court approves a Class Representative Service Payment less than the amount requested, the
27 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
28 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and

1 1/3%, which is currently estimated to be \$83,333.33 and a Class Counsel Litigation Expenses
2 Payment of not more than \$18,500.00. Defendants will not oppose requests for these payments
3 provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
4 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
5 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
6 a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
7 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
8 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
9 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
10 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more
11 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
12 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
division or sharing of any of these Payments.

13 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
14 \$4,990 except for a showing of good cause and as approved by the Court. To the extent the
15 Administration Expenses are less or the Court approves payment not to exceed \$4,990, the
16 Administrator will retain the remainder in the Net Settlement Amount.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment
18 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
19 by all Participating Class Members during the Class Period and (b) multiplying the result by each
Participating Class Member's Work Weeks.

20 3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of
21 each Participating Class Member's Individual Class Payment will be allocated to settlement of
22 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
23 reported on an IRS W-2 Form. The 66.67% of each Participating Class Member's Individual
24 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
25 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
26 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
employee taxes owed on their Individual Class Payment.

27 3.2.4.2. Effect of Non-Participating Class Members on Calculation

1 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
2 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
3 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
5 amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
6 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA
7 Payments.

8 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
9 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$2,500.00
10 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
11 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
12 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
13 Individual PAGA Payment.

14 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
15 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
16 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

17 **4. SETTLEMENT FUNDING AND PAYMENTS.**

18 4.1. Class Work Weeks and Aggrieved Employee Pay Periods. Based on a review of
19 their records to date, Defendants estimate there are 125 Class Members who collectively worked
20 a total of 1,669 Work Weeks, and 125 of Aggrieved Employees who worked a total 876 of PAGA
21 Pay Periods.

22 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
23 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
24 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
25 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
26 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
27 employees who need access to the Class Data to effect and perform under this Agreement.
28 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
Class Data omitted class member identifying information and to provide corrected or updated
Class Data as soon as reasonably feasible. Without any extension of the deadline by which

1 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
2 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
3 to missing or omitted Class Data.

4 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
5 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
6 taxes by transmitting the funds to the Administrator within 365 days of the Effective Date.

7 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
8 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
9 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
10 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
11 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
12 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
13 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
14 Payments.

15 4.4.1. The Administrator will issue checks for the Individual Class Payments
16 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
17 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
18 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
19 not cashed by the void date. The Administrator will send checks for Individual Settlement
20 Payments to all Participating Class Members (including those for whom Notice Packet was
21 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
22 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
23 Employees (including those for whom Notice Packet was returned undelivered). The
24 Administrator may send Participating Class Members a single check combining the Individual
25 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
26 must update the recipients' mailing addresses using the National Change of Address Database.

27 4.4.2. The Administrator must conduct a Class Member Address Search for all
28 other Class Members whose checks are returned undelivered without USPS forwarding address.
Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
forwarding address provided or to an address ascertained through the Class Member Address
Search. The Administrator need not take further steps to deliver checks to Class Members whose

1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
2 replacement check to any Class Member whose original check was lost or misplaced, requested
3 by the Class Member prior to the void date.

4 4.4.3. For any Class Member whose Individual Class Payment check or
5 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
6 shall transmit the funds represented by such checks to the California Controller's Unclaimed
7 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
8 the requirements of California Code of Civil Procedure Section 384, subd. (b).

9 4.4.4. The payment of Individual Class Payments and Individual PAGA
10 Payments shall not obligate Defendants to confer any additional benefits or make any additional
11 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
12 this Agreement.

13 **5. [OMITTED]**

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

18 6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
20 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
21 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
22 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
23 that were, or reasonably could have been, alleged based on facts contained in the Operative
24 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.3,
25 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
26 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
27 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
28 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
notwithstanding such different or additional facts or Plaintiff's discovery of them.

1 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release, expressly waives and relinquishes the provisions, rights, and
3 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

8 6.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
9 All Participating Class Members, on behalf of herself and their respective former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
11 Parties from all claims stated in the Operative Complaint and those based solely upon the facts
12 alleged in the Operative Complaint. Except as set forth in Section 6.3 of this Agreement,
13 Participating Class Members do not release any other claims, including claims for vested benefits,
14 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
15 insurance, disability, social security, workers' compensation, or claims based on facts occurring
16 outside the Class Period.

17 6.3 Release of PAGA Claim. Plaintiff releases all claims for civil penalties that
18 could have been sought by the Labor Commissioner for the violations identified in Plaintiff's
19 pre-filing letter to the LWDA; Plaintiff does not release the claim for wages or damages of any
20 Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

21 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
22 file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with
23 the Court's current checklist for Preliminary Approvals. A Preliminary Approval Order form is
24 attached as Exhibit E.

25 7.1 Defendants' Declaration in Support of Preliminary Approval. Within ten (10)
26 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
27 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
28 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense

1 Counsel and Defendants shall aver that they are not aware of any other pending matter or action
2 asserting claims that will be extinguished or adversely affected by the Settlement.

3 7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
4 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
5 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
6 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
7 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
8 and Approval of PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration
9 from the Administrator attaching its "not to exceed" bid for administering the Settlement and
10 attesting to its willingness to serve; competency; operative procedures for protecting the security
11 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
12 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
13 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
14 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
15 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
16 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
17 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
18 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
19 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
20 subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to
21 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
22 potential conflict of interest with Class Members, the Administrator. In their Declarations,
23 Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action
24 asserting claims that will be extinguished or adversely affected by the Settlement.

25 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
26 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
27 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
28 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion

1 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
3 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
4 Preliminary Approval or conditions Preliminary Approval on any material change to this
5 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected APEX Class Action
Administration to serve as the Administrator and verified that, as a condition of appointment,
APEX Class Action Administration agrees to be bound by this Agreement and to perform, as a
fiduciary, all duties specified in this Agreement in exchange for payment of Administration
Expenses. The Parties and their Counsel represent that they have no interest or relationship,
financial or otherwise, with the Administrator other than a professional relationship arising out of
prior experiences administering settlements. Administrator's total fees and costs shall be **capped**
at \$4,990.00 all-in, consistent with the quotation dated Sept. 25, 2025 (Williams/Country Inn &
Suites By Radisson). Any amount above the cap requires **prior written consent of both Parties**
and Court approval, and absent such approval shall be the responsibility of the requesting Party.

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

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

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than
14 days after receiving the Class Data, the Administrator will send to all Class Members identified

1 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
2 with Spanish translation, if applicable substantially in the forms attached to this Agreement as
3 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
4 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
5 Member, and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate
6 these amounts. Before mailing Notice Packets, the Administrator shall update Class Member
addresses using the National Change of Address database.

7 8.4.3 Not later than 3 business days after the Administrator’s receipt of any
8 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
9 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
10 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
11 the Notice Packet to the most current address obtained. The Administrator has no obligation to
12 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
returned by the USPS a second time.

13 8.4.4 The deadlines for Class Members’ written objections, Challenges to Work
14 Weeks and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional
15 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
16 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
with the re-mailed Notice Packet.

17 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
18 otherwise discovers any persons who believe they should have been included in the Class Data
19 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
20 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
21 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
22 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
23 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

24 **8.5 Requests for Exclusion (Opt-Outs).**

25 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
26 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
27 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an

1 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
2 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
3 the Class Member's election to be excluded from the Settlement and includes the Class Member's
4 name, address and email address or telephone number. To be valid, a Request for Exclusion must
5 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

6 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
7 because it fails to contain all the information specified in the Class Notice. The Administrator
8 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
9 identity of the person as a Class Member and the Class Member's desire to be excluded. The
10 Administrator's determination shall be final and not appealable or otherwise susceptible to
11 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
12 the Administrator may demand additional proof of the Class Member's identity. The
13 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

14 8.5.3 Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
16 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
17 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
Participating Class Member actually receives the Class Notice or objects to the Settlement.

18 8.5.4 Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
20 or have the right to object to the class action components of the Settlement. Aggrieved Employees
21 are eligible for an Individual PAGA Payment.

22 8.6 Challenges to Calculation of Work Weeks. Each Class Member shall have 60
23 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class
24 Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and
25 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known
26 as a dispute. A Work Week Dispute form, attached as Exhibit C, may be used for this purpose
27 but is not required. The Class Member may challenge the allocation by communicating with the
Administrator via fax, email or mail. The Administrator must encourage the challenging Class

1 Member to submit supporting documentation. In the absence of any contrary documentation, the
2 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
3 correct so long as they are consistent with the Class Data. The Administrator's determination of
4 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
5 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
6 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
7 Class Counsel and the Administrator's determination the challenges.

8 **8.7 Objections to Settlement.**

9 8.7.1 Only Participating Class Members may object to the class action
10 components of the Settlement and/or this Agreement, including contesting the fairness of the
11 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment and/or Class Representative Service Payment.

13 8.7.2 Participating Class Members may send written objections to the
14 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
15 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
16 Hearing. A Participating Class Member who elects to send a written objection to the
17 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
18 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). The
19 Objection form attached as Exhibit D may be used for this purpose but is not required.

20 8.7.3 Non-Participating Class Members have no right to object to any of the class
21 action components of the Settlement.

22 **8.8 Administrator Duties.** The Administrator has a duty to perform or observe all
23 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

24 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
25 establish and maintain and use an internet website to post information of interest to Class
26 Members including the date, time and location for the Final Approval Hearing and copies of the
27 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Notice
28 Packet, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
Approval and the Judgment. Until the website address for the class is
identified, class members can contact the Administrator, APEX Class

1 Action Administration, LLC., directly at
2 <https://apexclassaction.com/>, emailing info@apexclassaction.com, or
3 by calling APEX at 1 (800) 355-0700. The Administrator will also maintain and
4 monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
5 and emails.

6 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
7 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
8 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
9 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
10 and other identifying information of Class Members who have timely submitted valid Requests
11 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
12 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
13 Exclusion from Settlement submitted (whether valid or invalid).

14 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
15 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
16 of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
17 Exclusion (whether valid or invalid) received, objections received, challenges to Work Weeks
18 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
19 and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide
20 the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
21 Requests for Exclusion and objections received.

22 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
23 authority to address and make final decisions consistent with the terms of this Agreement on all
24 Class Member challenges over the calculation of Work Weeks and/or Pay Periods. The
25 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

26 8.8.5 Administrator's Declaration. Not later than 14 days before the date by
27 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
28 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
for filing in Court attesting to its due diligence and compliance with all of its obligations under
this Agreement, including, but not limited to, its mailing of the Notice Packets, the Notice Packets
returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the

1 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
2 number of written objections and attach the Exclusion List. The Administrator will supplement
3 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
4 for filing the Administrator's declaration(s) in Court.

5 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
6 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
7 and Defense Counsel with a final report detailing its disbursements by employee identification
8 number only of all payments made under this Agreement. At least 15 days before any deadline
9 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
10 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
11 payments required under this Agreement. Class Counsel is responsible for filing the
12 Administrator's declaration in Court.

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

22 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
23 Exclusion identified in the Exclusion List exceeds 10.00% of the total of all Class Members,
24 Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree
25 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
26 whatsoever, and that neither Party will have any further obligation to perform under this
27 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
28 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
Court of their election to withdraw not later than 7 days after the Administrator sends the final

1 Exclusion List to Defense Counsel; late elections will have no effect.

2
3 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
4 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
5 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
6 subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for
7 Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later
8 than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
9 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
disagreements concerning the Motion for Final Approval.

10 11.1 Response to Objections. Each Party retains the right to respond to any objection
11 raised by a Participating Class Member, including the right to file responsive documents in Court
12 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
by the Court.

13 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court’s decision to award less than the amounts requested for the Class
18 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
19 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

20 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
21 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
22 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 11.4 Five-Year Rule Tolling and Stay: From full execution through Final Approval
24 and completion of distribution, the Action is stayed for all purposes other than settlement approval
25 and enforcement. The Parties agree that all periods are **tolled** for purposes of **CCP §§ 583.310–**
26 **.360** during the pendency of the stay and the time required to complete administration.

27 11.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms

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

11 11.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
12 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
13 material modification of this Agreement (including, but not limited to, the scope of release to be
14 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
15 expeditiously work together in good faith to address the appellate court's concerns and to obtain
16 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
17 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
18 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
19 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
20 as long as the Gross Settlement Amount remains unchanged.

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

24 **13. ADDITIONAL PROVISIONS.**

25 13.1 No Admission of Liability, Class Certification or Representative Manageability
26 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
27 claims. Nothing in this Agreement is intended or should be construed as an admission by
28 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
have any liability for any claims asserted; nor should it be intended or construed as an admission

1 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
2 certification and representative treatment is for purposes of this Settlement only. If, for any reason
3 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
4 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
5 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
6 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
7 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
8 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

9 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
10 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
11 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
12 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
13 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
15 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
16 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
17 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
18 government agency.

19 Each Party agrees to immediately notify each other Party of any judicial or agency
20 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
21 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
22 communication, before the filing of the Motion for Preliminary Approval, any with third party
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
25 communications with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 13.3 No Solicitation. The Parties separately agree that they and their respective
28 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical

obligations owed to Class Members.

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

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

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will

1 be governed by and interpreted according to the internal laws of the state of California, without
2 regard to conflict of law principles.

3 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
4 preparation of this Agreement. This Agreement will not be construed against any Party on the
5 basis that the Party was the drafter or participated in the drafting.

6 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
7 entered during Action and in this Agreement relating to the confidentiality of information shall
8 survive the execution of this Agreement.

9 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
10 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
11 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
12 connection with the Settlement, may be used only with respect to this Settlement, and no other
13 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
14 or rule of court. Not later than 90 days after the date when the Court discharges the
15 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
16 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
17 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants
18 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

19 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
20 is inserted for convenience of reference only and does not constitute a part of this Agreement.

21 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
22 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
23 weekend or federal legal holiday, such date or deadline shall be on the first business day
24 thereafter.

25 13.17 Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the
27 third business day after mailing by United States mail, or the day sent by email or messenger,
28 addressed as follows:

To Plaintiff:
David Glenn Spivak, Esq.
The Spivak Law Firm

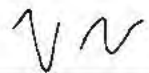
1 8605 Santa Monica Bl
2 PMB 42554
3 West Hollywood, CA 90069
4 david@spivaklaw.com

5 To Defendant:
6 Peter Samuel, Esq.
7 Samuel and Samuel
8 5050 Sunrise Blvd Ste C-1
9 Ste C-1
10 Fair Oaks, CA 95628-4942
11 PFSamuel@samuellaw.com

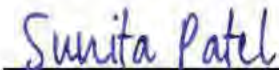
12 13.18 Execution in Counterparts. This Agreement may be executed in one or more
13 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
14 Agreement shall be accepted as an original. All executed counterparts and each of them will be
15 deemed to be one and the same instrument if counsel for the Parties will exchange between
16 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
17 the existence and contents of this Agreement.

18 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
19 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
20 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
21 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
22 process.

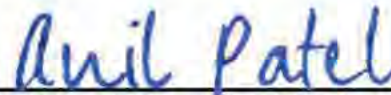
23 Dated: 03 / 06 / 2026

24 By: 
25 VICKIE WILLIAMS

26 Dated: March 04, 2026

27 By: 
28 Sunita Patel, Managing Member
Vallejo Hospitality LLC

29 Dated: March 04, 2026

30 By: 
31 Anil Patel, Managing Member
32 Vallejo Hospitality LLC

1
2 Dated: March 04, 2026

By: Sunita Patel
Sunita Patel, Managing Member
Three65 Hospitality, LLC

3
4
5 Dated: March 04, 2026

By: Anil Patel
Anil Patel, Managing Member
Three65 Hospitality, LLC

6
7
8
9 THE SPIVAK LAW FIRM

10 Dated: 03 / 06 / 2026

By: David Spivak
DAVID GLENN SPIVAK, Attorneys
for Plaintiff(s), VICKIE WILLIAMS,
and all others similarly situated

11
12
13
14 UNITED EMPLOYEES LAW GROUP

15
16 Dated: March 5, 2026

By: Walter L. Haines
WALTER L. HAINES, Attorneys for
Plaintiff(s), VICKIE WILLIAMS, and
all others similarly situated

17
18
19
20 SAMUEL AND SAMUEL

21 Dated: March 04, 2026

By: Peter Samuel
PETER SAMUEL, Attorneys for
Defendant(s), Vallejo Hospitality LLC,
and Three65 Hospitality LLC
THREE65
HOSPITALITY LLC

EXHIBIT A

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

(case name: Vickie Williams v. Vallejo Hospitality LLC and number FCS059352)

***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 Vallejo Hospitality LLC, and Three65 Hospitality LLC ("Defendants" is used herein as a placeholder) for alleged violations of California's labor laws. The Action was filed by Defendants' employees Vickie Williams ("Plaintiff") and seek payment of (1) wages and other relief for a class of all Defendants' hourly, non-exempt California employees during the Class Period. ("Class Members") Defendants during the Class Period (November 30, 2018 to March 17, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for hourly, non-exempt employees who worked for Defendants during the PAGA Period (November 28, 2021 to March 17, 2025) ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$increment type value>> and a Pay Period is <<@PayPeriodValue>>. 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 Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.) The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a Class Member is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a Class Member is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants' records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA Period. If you believe that you worked more Work Weeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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	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.
30 The Opt-out Deadline is <<RESPONSE DEADLINE>>	

		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
6 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
7 Fund (https://www.sco.ca.gov/search_upd.html) in your name.

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

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

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

27 H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
28 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. Plaintiff
and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
pay any money and Class Members will not release any claims against Defendants.

I. Administrator. The Court has appointed a neutral company, APEX Class Action
Administration(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 Work Weeks, 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.

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
4 PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
5 Settlement.

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

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

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

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

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

27 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
28 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
worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Work Weeks you worked
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
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
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.

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

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

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

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

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

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

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

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

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

Dated: ____,
(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 _____
7 _____
8 _____
9 _____

10 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
11 **WEEKS, RECEIPT OF A SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
12 **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>>

9 <<Address2>>

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

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

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

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

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

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

[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2023

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE ADMINISTRATOR: << @ .COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Vickie Williams v. *Vallejo Hospitality LLC* Administrator
[ADDRESS]

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EXHIBIT E

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SOLANO**
10 **(UNLIMITED JURISDICTION)**

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

15 *Plaintiff(s).*

16 vs.

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

20 *Defendant(s).*

Case No. FCS059352

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

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

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22
23 The Motion of Plaintiff Vickie Williams, Three65 Hospitality LLC, and Three65
24 Hospitality LLC (hereafter referred to as “the Parties”) for Preliminary Approval of a Class Action
25 Settlement (the “Motion”) was considered by the Court, The Honorable Wendy G. Getty
26 presiding. The Court having considered the Motion, the Class Action and PAGA Settlement
27

1 Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers,
2 HEREBY ORDERS THE FOLLOWING:

3 1. The Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
5 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
6 has determined only that there is sufficient evidence to suggest that the proposed settlement
7 might be fair, adequate, and reasonable, and that any final determination of those issues
8 will be made at the final hearing. The Court will make a determination at the hearing on the
9 motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether
10 the Settlement is fair, adequate and reasonable to the Settlement Class.
11

12 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
13 All Defendants’ hourly, non-exempt California employees during the Class Period. (collectively
14 “Class Members”), who worked anytime during the Class Period. The “Class Period” shall mean
15 the period of time from November 30, 2018, through March 17, 2025.
16

17 3. Based on its records, Defendants estimate that, as of the date of the Settlement
18 Agreement, (1) there are 125 Class Members and 1,669 Total Work Weeks during the Class
19 period and (2) there were 125 Aggrieved Employees who worked 876 Pay Periods during the
20 PAGA Period. If the Work Weeks and/or Class Members as of the date the Court approves the
21 settlement exceeds the referenced 1,669 Work Weeks and/or 79 Class Members by more than
22 10.00%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
23 Representative Service Payment, and the LWDA payment, will increase proportionally according
24 to the number of additional Work Weeks or Class Members, whichever results in a higher increase
25 in the Gross Settlement Amount.
26
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1 4. “Effective Date” means the date by when both of the following have occurred: (a)
2 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
3 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
4 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
5 one or more Participating Class Members objects to the Settlement, the day after the deadline for
6 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
7 day after the appellate court affirms the Judgment and issues a remittitur.
8

9 5. This action is provisionally certified pursuant to section 382 of the California Code
10 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
11 purposes of settlement only with respect to the proposed Settlement Class.
12

13 6. Not later than 15 days after the Court grants Preliminary Approval of the
14 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
15 form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the
16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
17 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
18 employees who need access to the Class Data to effect and perform under the Settlement
19 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
20 discover that the Class Data omitted class member identifying information and to provide
21 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
22 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
23 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
24 issues related to missing or omitted Class Data.
25

26 7. No later than three (3) business days after receipt of the Class Data, the
27
28

1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, Work Weeks, and Pay Periods in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
6 with Spanish translation, if applicable substantially in the forms attached to this order as **Exhibits**
7 **A, B, C, and D**. The first page of the Class Notice shall prominently estimate the dollar amounts
8 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
9 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
10 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
11 using the National Change of Address database.
12

13 9. Not later than 3 business days after the Administrator's receipt of any Notice
14 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
15 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
16 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
17 Packet to the most current address obtained. The Administrator has no obligation to make further
18 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
19 the USPS a second time.
20

21 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
22 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
23 contact information is Peter Samuel, Esq., Samuel and Samuel, 5050 Sunrise Blvd Ste C-1, Ste
24 C-1, Fair Oaks, CA, 95628-4942.
25

26 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
27
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1 and/or Pay Periods (disputes), and Requests for Exclusion will be extended an additional 14 days
2 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is
3 re-mailed. The Administrator will inform the Class Member of the extended deadline with the
4 re-mailed Notice Packet.

5
6 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
9 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
11 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
12 requiring them to exercise options under the Settlement Agreement not later than 14 days after
13 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

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

24
25 14. The Administrator may not reject a Request for Exclusion as invalid because it
26 fails to contain all the information specified in the Class Notice. The Administrator shall accept
27

1 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
2 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
3 determination shall be final and not appealable or otherwise susceptible to challenge. If the
4 Administrator has reason to question the authenticity of a Request for Exclusion, the
5 Administrator may demand additional proof of the Class Member's identity. The Administrator's
6 determination of authenticity shall be final and not appealable or otherwise susceptible to
7 challenge.
8

9 15. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
12 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
13 Participating Class Member actually receives the Class Notice or objects to the Settlement.
14

15 16. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
17 right to object to the class action components of the Settlement. Plaintiff releases all claims for
18 civil penalties that could have been sought by the Labor Commissioner for the violations
19 identified in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release the claim for
20 wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a
21 Participating Class Member.
22

23 17. Challenges to Calculation of Work Weeks. Each Class Member shall have 60 days
24 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
25 whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay
26 Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute.
27

1 A Work Week Dispute form, attached as Exhibit C, may be used for this purpose but is not
2 required. The Class Member may challenge the allocation by communicating with the
3 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
4 Member to submit supporting documentation. In the absence of any contrary documentation, the
5 Administrator is entitled to presume that the Work Weeks contained in the Class Notice are
6 correct so long as they are consistent with the Class Data. The Administrator's determination of
7 each Class Member's allocation of Work Weeks and/or Pay Periods shall be final and not
8 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide
9 copies of all challenges to calculation of Work Weeks and/or Pay Periods to Defense Counsel and
10 Class Counsel and the Administrator's determination the challenges.

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

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

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

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

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

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

21 24. The Court approves, for settlement purposes only, Vickie Williams as the Class
22 Representative.
23

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

26 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
27 costs subject to final review by the Court.
28

 27. The Court preliminarily approves the estimated Administrator costs payable to the

1 Administrator subject to final review by the Court.

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

4 29. A Final Approval Hearing shall be held on ____ at ____.m. in Department 8 of the
5 Superior Court for the State of California, County of Solano, located at the Old Solano
6 Courthouse, 580 Texas St., Fairfield, CA 94533 to consider the fairness, adequacy and
7 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
8 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
9 Representative Service Payment to the Class representative. The notice of motion and all briefs
10 and materials in support of the motion for final approval of class action settlement and motion for
11 attorneys' fees and litigation costs shall be served and filed with this Court on or before ____.
12 Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing of
13 the motion for final approval.
14
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16 30. If for any reason the Court does not execute and file a Final Approval Order and
17 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
18 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
19 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
20 litigation, as more specifically set forth in the Settlement.

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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 F

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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] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT

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

This matter came on for hearing on ____ at ____m. in Department 8 of the above-captioned court on Plaintiff’s Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the “Settlement”) filed herewith which provides for a Gross Settlement Amount (“GSA”) of up to \$250,000.00 in compromise of all disputed claims on behalf of All Defendants’ hourly, non-exempt California employees during the Class Period. during the period

1 of November 30, 2018 to March 17, 2025 ("Settlement Class Period"). All capitalized terms used
2 herein shall have the same meaning as defined in the Settlement.

3 In accordance with the Court's prior Order Granting Preliminary Approval of Class
4 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
5 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
6 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
7 and the evidence and argument received by the Court in conjunction with the motions for
8 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
9 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
10 DETERMINATIONS¹:

11
12 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
13 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
14 Approval of Class Action Settlement of ___, the Notice Packet was sent to each Class Member
15 by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
16 Settlement, their right to receive their proportional share of the Settlement, their right to request
17 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
18 person or by counsel at the final approval hearing and be heard regarding final approval of the
19 Settlement. Adequate periods of time were provided by each of these procedures. No member of
20 the Settlement Class presented written objections to the proposed Settlement as part of this notice
21 process, stated an intention to appear, or actually appeared at the final approval hearing.
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26 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
27 Settlement entered on ___ is attached hereto as **Exhibit A** and incorporated by reference. A true
28 and correct copy of the Court's Minute Order dated ___ is attached hereto as **Exhibit B** and
incorporated by reference.

2. For purposes of this Final Order and Judgment, the Class Members are All Defendants' hourly, non-exempt California employees during the Class Period. during the Class Period. at any time during the period of November 30, 2018 to March 17, 2025 ("Settlement Class Period").

3. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process as to all persons entitled to such notice.

Release by Plaintiff and Class Members. The Parties agree that it is their intent that the resolution set forth in this Settlement will release and discharge the Released Claims by way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Settlement Class Members (including participation to any extent in any representative or collective action) against the Released Parties. This release will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement.

PAGA Release. Plaintiff releases all 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 claim for wages or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class Member.

“**Released Claims**” shall mean all claims stated in the Operative Complaint and based solely on the facts alleged in the Operative Complaint. “**Released Parties**” shall mean Defendants, their officers, directors, employees and agents.

2. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement, including the release of claims contained therein, should be and hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement according to its terms. As of the Effective Date of Settlement, and for the duration of the Settlement Class Period, all Class Members are hereby deemed to have waived and released all Released Claims and are forever barred and enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in the Settlement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds ____ Class Member(s) - ____ - submitted a request for exclusion from the Settlement as determined by the Administrator and therefore is/are not in the Settlement Class.

3. The Court finds and determines that (a) the Settlement Shares to be paid to Participating Class Members and (b) the LWDA payment as civil penalties under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the Participating Class Members and to the California Labor & Workforce Development Agency ("LWDA"), in accordance with the terms of the Settlement.

4. The Court further grants final approval to and orders that the following payments be made in accordance with the terms of the Settlement:

a. Class Counsel fees & costs of \$83,333.33 in attorneys' fees and \$18,500.00 in litigation costs to Class Counsel;

b. \$15,000.00 as a Class Representative Service Payment award payable to

1 the Plaintiff for her services as Class representative;

2 c. \$4,990.00 in costs of the Administrator payable to APEX Class Action
3 Administration for its services as the Administrator; and

4 d. Payment of \$7,500.00 (75% of the (\$10,000.00 PAGA penalty) to the
5 LWDA.
6

7 7. The settlement shall proceed as directed in the Settlement, and no payments
8 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
9 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
10 of all matters relating to the interpretation, administration, implementation, effectuation and
11 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
12 Court 3.769(h).
13

14 8. Within 365 calendar days of the Effective Date of Settlement, Defendants shall
15 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
16 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
17 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
18 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
19 total amount of all Individual PAGA Payments to Aggrieved Employees.
20

21 9. Other than their employer side payroll taxes, Defendants' payment of such sums
22 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
23 satisfaction of all claims released herein, including, without limitation, all claims for wages,
24 penalties, interest, attorneys' fees, costs and expenses.

25 10. Pursuant to CCP 384 and the Settlement. Participating Class Members shall have
26 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
27

1 Share check. After 180 days, the Administrator shall remit any uncashed or unclaimed payments,
2 together with any interest actually accrued in the QSF, to the California State Controller's
3 Unclaimed Property Fund pursuant to CCP § 384. Defendants shall have no further responsibility
4 for such funds.

5 11. The Parties shall file a final accounting report by _____. A non-appearance case
6 review re submission of a final report is scheduled for ____ at _____.m. in **Department 8**. The
7 Parties shall also prepare and file a stipulation and proposed order and proposed Amended Final
8 Order and Judgment by _____ which includes the amount of distribution of unpaid cash Residue,
9 and unclaimed or abandoned funds to the non-party, the accrued interest on that sum. The
10 stipulation shall be signed by counsel for the class and defense counsel in accord with the
11 proposed Amended Final Order and Judgment. If there are objections by any party or non-party,
12 class counsel shall immediately notify the Court and the matter will be set for further hearing. A
13 non-appearance hearing for the lodging of the stipulation and proposed order and separate
14 amended judgment is scheduled for ____ at _____.m. in **Department 8**.

15 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
16 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
17 deposit funds for distribution by the Administrator to Participating Class Members in accordance
18 with the Settlement.

19 13. The Court hereby enters final judgment in this case in accordance with the terms
20 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
21 Order and Judgment.

22 14. The Parties are hereby ordered to comply with the terms of the Settlement.

23 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
24

1 provided by the Settlement and this Final Order and Judgment.

2 16. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Released Claims.
17

18
19 17. This document shall constitute a Judgment for purposes of California Rule of
20 Court 3.769(h).
21

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**
23

24 _____
25 **DATE**

26 **THE HONORABLE WENDY G.**
27 **GETTY**
28 **SUPERIOR COURT JUDGE**