

Adam Rose (210880)
adam@frontierlawcenter.com
Manny Starr (319778)
manny@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

Attorneys for Plaintiffs JEREMY BURKETT
and SHANNON ELLIOTT

Barbara Du-Van-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff JOSE PADILLA

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

JEREMY BURKETT, SHANNON ELLIOTT,
individually and on behalf of all similarly
situated individuals,

Plaintiff,

vs.

WEHO HOSPITALITY SUNSET, LLC; and
DOES 1 to 100,

Defendants.

Case No.: 23STCV01072
[related to case nos. 23STCV21589;
23STCV27018]

Honorable William F. Highberger
Department SSC10

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 20, 2025
Time: 10:00 a.m.
Dept.: 10

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Burkett and Elliott v. WEHO Hospitality*
6 *Sunset, LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 is comprised of experienced professionals with extensive knowledge of class action settlement
13 administration. In addition, Apex Class Action has the necessary technology and infrastructure to
14 efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure
15 that all aspects of the administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and notice administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
20 *Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*, (referred to
21 as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving disputes among
22 Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class
23 Period, as stated on their individualized Class Notice.; (d) calculating individual settlement payment
24 amounts; (e) processing and mailing individual settlement checks; (f) handling tax withholdings as
25 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable
26 tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement;
27 and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court
28 for Apex to perform.

1 4. On June 19, 2025, Counsel for the Plaintiffs provided Apex with the Court-approved content for
2 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On July 9, 2025, Counsel for the Defendants provided Apex with the class data file, comprised
5 of the names, Social Security numbers, last known mailing addresses, and the total number of Class
6 Period Workweeks and PAGA Pay Periods worked by each Class Member. The data file was
7 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates
8 or potential inconsistencies. The Class Data consisted of a total of 392 individuals.

9 6. In preparation for the mailing process, all 392 names and addresses listed in the Class Data
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
13 NCOA database contains records of requested address changes submitted to the USPS. If an updated
14 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
15 in cases where no updated address was found in the NCOA database, the original address provided by
16 Counsel for Defendants was used for the mailing of the Class Notice.

17 7. On August 6, 2025, the Class Notice was sent to all 392 individuals listed in the Class Data using
18 U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 55 returned Class Notices as
20 undeliverable. Apex conducted a computerized skip trace on the 55 returned Class Notices in order to
21 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
22 in obtaining 36 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
23 Mail.

24 9. As of the date of this declaration, there have been 36 Class Notices re-mailed as a result of Apex's
25 skip-tracing efforts.

26 10. As of the date of this declaration, 19 Class Notices have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
2 for submitting a request for exclusion from the Settlement was September 22, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was September 22, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was September 22, 2025.

7 14. As of the date of this declaration, Apex will report 392 Participating Class Members, constituting
8 100% of the total 392 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 17,285. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$271,580.00 and was calculated by subtracting the requested attorneys' fees (\$197,670.00), the amount
12 requested for litigation costs and expenses (\$50,000.00), the requested Class Representative Service
13 Payments (\$22,500.00), the requested Settlement Administration Costs (\$7,250.00), and the PAGA
14 Penalties (\$50,000.00) from the Gross Settlement Amount (\$599,000.00).

15 16. The *highest* Individual Class Payment Amount to a Participating Class Member is currently
16 estimated to be approximately \$4,415.04, the *average* Individual Class Payment is currently estimated
17 to be approximately \$692.81, and the *lowest* Individual Class Payment is currently estimated to be
18 approximately \$15.71. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 392 Aggrieved Employees who worked a total of
22 11,414 pay periods during the PAGA Period.

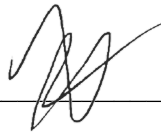
23 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$91.99, the
24 *average* Individual PAGA Payment is approximately \$31.89, and the *lowest* Individual PAGA Payment
25 is approximately \$1.10.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$7,250.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 21st day of October
5 2025, in Irvine, California.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



MADELY NAVA

Exhibit A

Burkett, et al. v. WEHO Hospitality Sunset, LLC

c/o Apex Class Action LLC

PO Box 54668

Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

«D»

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

Jeremy Burkett, et al. v. WEHO Hospitality Sunset, LLC

(Los Angeles Superior Court Case No. 23STCV01072)

Jose Padilla v. Tao Group LLC, et al.

(Los Angeles Superior Court Case Nos. 23STCV21589 & 23STCV27018)

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 WEHO Hospitality Sunset, LLC and TGH Employees, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees Jeremy Burkett, Shannon Elliott, and Jose Padilla (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of non-exempt (hourly) employees, including but not limited to individuals employed as sous chefs and allegedly misclassified as exempt, who worked for Defendants during the Class Period January 17, 2019 to June 10, 2024 (“Class Members”); and (2) penalties under the Private Attorneys General Act (“PAGA”) for all non-exempt (hourly) employees, including but not limited to individuals employed as sous chefs and allegedly misclassified as exempt, who worked for Defendants during the PAGA Period (December 28, 2021 to June 10, 2024) (“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 \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT»**. The actual amount you receive may be different and will depend on a number of factors.

The above estimates are based on the records showing that **you worked «Class_Weeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants. You cannot opt-out of the PAGA components of the proposed Settlement.
- (2) **Opt-Out of the Class Components of the Settlement.** You can exclude yourself from the Class components of the Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA components of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims, defined below).
You Can Opt-out of the Class Components of the Settlement but not the PAGA Components of the Settlement The Opt-out Deadline is September 22, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class components of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA components of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA claims (described more fully below).
Participating Class Members Can Object to the Class Components of the Settlement but not the PAGA Components of the Settlement Written Objections Must be Submitted by September 22, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 20, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by September 22, 2025	The amount of your Individual Class Payment and PAGA Payment depends on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA 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 September 22, 2025 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, tips, wages due upon termination, waiting time penalties, and reimbursable expenses, failing to pay wages on time, failing to provide meal periods, rest breaks and accurate itemized wage statements, and misclassifying certain employees as exempt. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by Frontier Law Center and Blackstone Law ("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 Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired Glenn Lerman an experienced, neutral mediator in an effort to resolve the Action by negotiating 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, Plaintiffs 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.

Plaintiffs 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?

1. Defendants will pay \$599,000 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 attorneys' fees and

expenses, the Administrator's expenses, and penalties to be paid to the Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to \$197,670.00 (33 % of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$22,500 (\$7,500 each) as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and Individual PAGA Payment.

C. Up to \$8,000 to the Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks, and Individual PAGA Payments based on their PAGA Pay Periods.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% 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 it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

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

6. Requests for Exclusion from the Class Components of the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class components of the Settlement, unless you notify the Administrator in writing, not later than September 22, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the September 22, 2025 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA components of the Settlement. Class Members who exclude themselves from the Class components of the Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

8. Administrator. The Court has appointed a neutral company, Apex Class Action (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and 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 the Settlement. This means that unless you opted out by validly excluding yourself from the Class components of the Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action or Operative Complaint, as well as damages, minimum and overtime wages, wages at the regular rate, wages due at or after the date of separation, accrued and unpaid benefits, meal and rest premiums, penalties, attorneys' fees, costs, and any other form of relief whether under federal law or the law of any state, which Participating Class Member may have against Defendants or the Released Parties for any acts occurring during the Class Period that were pled or could have been pled in the Action based on the facts alleged in the Action (Released Claims). Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action or Operative Complaint.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **September 22, 2025** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Burkett v. WEHO Hospitality Sunset, LLC et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You or your representative must make the request. **The Administrator must be sent your request to be excluded by September 22, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is September 22, 2025.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Burkett v. WEHO Hospitality Sunset LLC et al.* and include your name, current address, telephone number and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on November 20, 2025 at 10:00 a.m. in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. Any undefined terms used in this Class Notice shall have the meaning defined in the Agreement.

You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV01072. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Frontier Law Center
eservice@frontierlawcenter.com
23901 Calabasas Rd., #1084
Calabasas, CA 91302
(818) 914-3433

Blackstone Law
8383 Wilshire Blvd., #745
Beverly Hills, CA 90211
(310) 956-4054

Settlement Administrator:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619
Telephone: (800) 355-0700
Fax: (949) 878-3536

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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