

FILED
San Francisco County Superior Court

JUL 31 2025

CLERK OF THE COURT

BY: Edward J. [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

JEFF V. LACAP, an individual, OFELIA
MIRANDA DE QUIROZ, an individual, on
behalf of themselves and all others similarly
situated and aggrieved,

Plaintiffs,

v.

COMFORT CALIFORNIA, INC., a
California corporation; SUNBURST
HOSPITALITY CORPORATION, a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CGC-22-603274
Consolidated with Case No. CGC-23-605319

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AND PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY

The Court, having considered Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Brandon M. Chang, David D. Bibiyan, Eric J. Naessig, Jeff V. Lacap, Ofelia Miranda De Quiroz, and Anthony Rogers, the Second Amended Class and PAGA Settlement Agreement, the Notice of Proposed Class and PAGA Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby ORDERS, ADJUDGES, AND

1 DECREES THAT:

2 1. The definitions set forth in the Second Amended Class and PAGA Settlement
3 Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached as Exhibit 1 to the
4 Supplemental Declaration of Brandon M. Chang filed July 30, 2025 are incorporated by reference
5 into this Order. All terms defined therein shall have the same meaning in this Order.

6 2. The Court preliminarily approves the proposed class settlement upon the terms and
7 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
8 settlement appears to be within the range of reasonableness that could ultimately be given final
9 approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is

1 to the Settlement Agreement.

2 7. The Court directs the mailing of the Class Notice by first-class U.S. mail and email
3 to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
4 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
5 with the requirements of law and appears to be the best notice practicable under the circumstances.

6 8. Not later than 15 days after the Court grants Preliminary Approval of the Settlement,
7 Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a
8 Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in
9 Defendants' custody, possession, or control, including the Class Member's (1) name; (2) last known
10 address(es); (3) last known telephone number(s); (4) last known email address(es), if any; (5) last
11 known Social Security Number(s); and (6) the dates of employment (i.e., hire dates, and, if
12 applicable, re-hire date(s) and/or separation date(s)).

13 9. To protect Class Members' privacy rights, the Administrator must maintain the Class
14 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
15 and restrict access to the Class Data to Administrator employees who need access to the Class Data
16 to effect and perform under the Agreement. Defendants have a continuing duty to immediately
17 notify Class Counsel if it discovers that the Class Data omitted Class Member identifying
18 information and to provide corrected or updated Class Data as soon as reasonably feasible. Without
19 any extension of the deadline by which Defendants must send the Class Data to the Administrator,
20 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
21 otherwise resolve any issues related to missing or omitted Class Data.

22 10. Using best efforts to perform as soon as possible, and in no event later than 14 days
23 after receiving the Class Data, the Administrator will send to all Class Members identified in the
24 Class Data, via first-class U.S. mail and via email where email addresses are available, the Class

25 Notice with Spanish translation and attachments in the form attached to the Agreement as Exhibit A

1 Administrator shall update Class Member addresses using the National Change of Address database.

2 11. Not later than 3 business days after the Administrator's receipt of any Class Notice
3 returned by the United States Postal Service ("USPS") as undelivered, the Administrator shall re-
4 mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not
5 provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and
6 re-mail the Class Notice to the most current address obtained.

7 12. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
8 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail or email Requests for Exclusion from the Settlement, or (b) mail or email his or her
10 objection to the Settlement. Class Members to whom Notice Packets are resent after having been
11 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response
12 Deadline to submit a Request for Exclusion or objection to the Settlement.

13 13. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
14 must send the Administrator, by mail or email, a signed written Request for Exclusion not later than
15 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
16 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
17 Member or his/her representative, signed by the Class Member, that reasonably communicates the
18 Class Member's election to be excluded from the Settlement and includes the Class Member's name,
19 address, and email address or telephone number. To be valid, a Request for Exclusion must be
20 timely postmarked or emailed by the Response Deadline.

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

26 15. If a Class Member submits both an objection and a Request for Exclusion, the
27 Request for Exclusion will control and the objection will be overruled.

28 16. Only Participating Class Members may object to the class action components of the

1 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
3 and/or Class Representative Service Payment. Participating Class Members may send written
4 objections to the Administrator by mail or email. In the alternative, Participating Class Members
5 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
6 Approval Hearing. A Participating Class Member who elects to send a written objection to the
7 Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice
8 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

9 17. Each Class Member shall have 45 days after the Administrator mails the Class Notice
10 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
11 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
12 Class Notice. The Class Member may challenge the allocation by communicating with the
13 Administrator via mail or email. The Administrator must encourage the challenging Class Member
14 to submit supporting documentation. In the absence of any contrary documentation, the
15 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct
16 so long as they are consistent with the Class Data. The Administrator's determination of each Class
17 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or
18 otherwise susceptible to challenge. The Administrator shall also inform Class Members who submit
19 Workweek or Pay Period challenges of its final determination.

20 18. Before the date by which Plaintiffs are required to file the Motion for Final Approval
21 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
22 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
23 obligations under the Agreement, including, but not limited to, its dissemination of the Class Notice,
24 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
25 Members, the total number of Requests for Exclusion from Settlement it received (both valid or
26 invalid), and the number of written objections and the number of Class Members who have
27 submitted valid Requests for Exclusion.

28 19. All papers filed in support of final approval, including supporting documents for

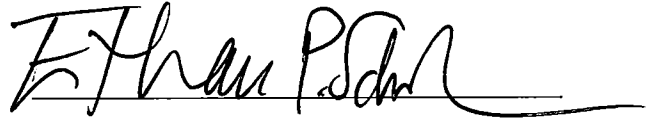
1 attorneys' fees and costs, shall be filed by no later than sixteen court days prior to the Final Approval
2 Hearing.

3 20. A Final Approval Hearing shall be held with the Court on December 12, 2025 at 9:00
4 a.m. in Department 304 of the above-entitled Court to determine: (1) whether the proposed
5 settlement is fair, reasonable, and adequate, and should be finally approved by the Court; (2) the
6 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
7 to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and (5) the
8 amount to be apportioned to PAGA and/or paid to the Labor and Workforce Development Agency
9 and Aggrieved Employees.

10 21. Plaintiffs' counsel shall submit a copy of this order to the Labor and Workforce
11 Development Agency within ten days of entry pursuant to Labor Code section 2699(s)(3).

12 IT IS SO ORDERED.

13
14 Dated: July 31, 2025



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE

(CCP sec. 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On July 31, 2025, I electronically served:

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: JUL 31 2025

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos
Edward Santos, Deputy Clerk