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Attorneys for Plaintiff DANIELLE ERVIN,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

DANIELLE ERVIN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WELCOME SACRAMENTO LLC,
a California Limited Liability Company dba
Courtyard by Marriott Sacramento Cal Expo
and DBA Fairfield Inn Sacramento Cal-Expo;
WELCOME GROUP MANAGEMENT, LLC,
a California Limited Liability Company; and
WELCOME GROUP, INC., a California
Corporation and DOES 1-50, inclusive,

Defendant.

Case No.: 34-2022-00332108

**DECLARATION OF RYAN MCNAMEE OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 21, 2025
Time: 9:00 a.m.
Dept.: 23
Judge: Hon. Jill Talley

1 I, Ryan McNamee, 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 *Ervin, et al. v. Welcome Sacramento LLC,*
6 *et al.*, matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

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

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

1 4. On October 25, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for 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 November 8, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class List consisted of a total of 374 unique individuals.

9 6. In preparation for the mailing process, 374 names and addresses listed in the Class List underwent
10 verification and updating against the National Change of Address (NCOA) database maintained by the
11 United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of
12 the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA
13 database contains records of requested address changes submitted to the USPS. If an updated address
14 was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases
15 where no updated address was found in the NCOA database, the original address provided by Counsel
16 for Defendants was used for the mailing of the Class Notice.

17 7. On December 3, 2024, The Class Notice was sent to all 374 individuals listed in the Class List
18 using 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 129 returned Class Notices as
20 undeliverable. Apex conducted a computerized skip trace on the 129 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 114 updated addresses, to which we promptly re-mailed the Class Notices via U.S First
23 Class Mail.

24 9. As of the date of this declaration, 15 Class Notices have been considered undeliverable as no
25 updated address was found despite conducting skip tracing.

26 10. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
27 for submitting a request for exclusion from the Settlement was February 1, 2025.

1 11. As of the date of this declaration, Apex has not received any objections to the Settlement. The
2 deadline for submitting a written objection to the Settlement was February 1, 2025.

3 12. As of the date of this declaration, Apex has not received any disputes from Class Members. The
4 deadline for submitting a dispute was February 1, 2025.

5 13. As of the date of this declaration, Apex will report 374 Participating Class Members, constituting
6 100% of the total 374 Settlement Class Members.

7 14. The total number of workweeks worked by Participating Class Members during the Class Period
8 is 10,448.00. The Net Settlement Amount available to Participating Class Members is estimated to be
9 \$481,521.82 and was calculated by subtracting the requested attorneys' fees (\$283,305.00), the amount
10 requested for litigation costs and expenses (\$15,973.18), the requested Service Award (\$10,000.00), the
11 requested Settlement Administration Costs (\$9,200.00), and the PAGA Penalties (\$50,000.00) from the
12 Gross Settlement Amount (\$850,000.00).

13 15. Defendant elected to shorten the class period to August 1, 2024 pursuant to ¶51 of the Settlement
14 Agreement. As a result, the total number of class members is 374, with a total workweek count of
15 10,448.00.

16 16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
17 to be approximately \$8,230.67, the *average* Individual Settlement Amount is currently estimated to be
18 approximately \$1,287.49, and the *lowest* Individual Settlement Amount is currently estimated to be
19 approximately \$46.09. These amounts are subject to employee-side tax and withholdings.

20 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 265 Aggrieved Employees who worked a total of
23 5,173 weeks during the PAGA Period.

24 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$178.81, the
25 *average* individual PAGA share is approximately \$47.17, and the *lowest* individual PAGA share is
26 approximately \$2.42.

27 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
28 and anticipated expenses, amount to \$9,200.00. Apex will proceed with additional tasks related to this

1 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
2 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
3 upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 14th day of February
6 2024, in Irvine, California.

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11 RYAN MCNAMEE
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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO
NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

DANIELLE ERVIN, individually and on behalf of all others similarly situated, Plaintiff, v. WELCOME SACRAMENTO LLC, a California Limited Liability Company dba Courtyard by Marriott Sacramento Cal Expo and DBA Fairfield Inn Sacramento Cal-Expo; WELCOME GROUP MANAGEMENT, LLC, a California Limited Liability Company; and WELCOME GROUP, INC., a California Corporation and DOES 1-50, inclusive, Defendants.	Case No. 34-2023-00332108 NOTICE OF CLASS ACTION SETTLEMENT JUDGE: JILL TALLEY DEPT: 23
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Case No. 34-2022-00332108 and (2) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.* Case No. 34-2023-00335704 (herein referred as “The Lawsuits”). You are receiving this notice because the records of Welcome Sacramento, LLC; Welcome Group Management, LLC; And Welcome Group, Inc., (“Defendants”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which is defined as:

All non-exempt employees that worked for Defendants in California between December 28, 2018, through **August 1, 2024**, (the “Class”).

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendants’ in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Case No. 34-2022-00332108 and (2) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.* Case No. 34-2023-00335704.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages, failure to pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses incurred, failure to keep requisite payroll records, for unlawful deductions, for issuing payment of wages in non-Labor Code compliant instruments, for unfair competition, and for civil penalties pursuant to the Private Attorney’s General Act.

Defendants maintain that they have complied with all applicable state and federal laws. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Defendants agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants' has agreed to pay Eight Hundred-Fifty Thousand Dollars (\$850,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendants of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay Eight Hundred-Fifty Thousand Dollars (\$850,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Eight Hundred-Fifty Thousand Dollars (\$850,000.00): (1) Plaintiff's counsel's attorneys' fees of the litigation, up to the amount of \$283,305.00; (2) Plaintiff's counsels' litigation costs, up to the amount of \$25,000.00; (3) The expenses of administering the Settlement, estimated at approximately \$9,200.00; (4) an Enhancement Award to Plaintiff in the amount of \$10,000.00; and (5) \$37,500.00 to the California Labor & Workforce Development Agency (LWDA), representing 75% of the \$50,000.00 allocated to the settlement of Plaintiff's claim for penalties under PAGA. The remainder of the \$850,000.00, currently estimated to be at least \$9,200.00, will be available to be distributed to all Class Members; this amount is called the "Net Settlement Fund".

C. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the "Compensable Work Weeks"; (ii) the Settlement Administrator will divide the Net Settlement Fund by the Compensable Workweek total to determine the settlement value for each workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member's Individual Settlement Payment.

Each Class Member's workweeks shall be calculated by Defendants from its records. Settlement payments will be allocated one-third (1/3) wages, one-third (1/3) interest, and one-third (1/3) penalties. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

D. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Defendants and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the "Released Parties") from:

Any and all claims during the time period of December 28, 2018 through **August 1, 2024**, alleged in either or both civil Complaints or those that could have been brought based on the claims asserted in the operative civil Complaints and/or the LWDA letter including the following: 1) failure to pay minimum and overtime wages, 2) failure to provide meal periods, 3) failure to provide rest periods, 4) failure to pay all wages earned and owed upon separation from Defendants' employ, 5) failure to pay wages timely during employment, 6) failure to provide accurate itemized wage statements, 7) failure to reimburse necessary business expenses, 8) improper use of consumer credit reports, 9) failure to provide suitable seating, 10) failure to pay reporting time pay, 11) issuing payment of wages in the form of a non-labor code-compliant instrument, and 12) engaging in unfair business practices.

IV. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$850,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.***

Based on Defendants' internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

Defendants' records reflect that you worked for Defendants in California for <<WorkWeeks>> weeks during the Class Period, and your estimated gross Individual Settlement Share is <<estAmount>>. This is an estimated number and may change based on the Settlement Administrator's final calculation of the Net Settlement Amount.

The Individual Settlement Payments will be paid by check after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member's Individual Settlement Payment check is not cashed within 180 days after it is mailed,

or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your Individual Settlement Payment, and you will not be bound by the terms of the Settlement. In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, **APEX Class Action Administrators, P.O. Box 54668, Irvine, CA 92619**, by no later than **January 21, 2025** (45 calendar days after mailing of this notice, the “Response Deadline”). In order to be considered valid, your request for exclusion **must** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt- Out you will not be able to participate in the settlement and will not receive a share of the settlement proceeds.

C. You may dispute the Calculations of Your Individual Settlement Payment. In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, **APEX Class Action Administrators, P.O. Box 54668, Irvine, CA 92619**, by no later than **January 21, 2025** (45 calendar days after mailing of this notice). In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Defendants’ records and any information you provide to resolve any dispute about your workweek data.

D. You may object to the Settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on **March 21, 2025, at 9:00 a.m., in Department 23 of the Sacramento County Superior Court, 720 9th Street, Sacramento, California 95814.** The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement.

B. Any objection to the Settlement must be in writing. All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before **January 21, 2025** (45 days after mailing of this Notice). If you do decide to file your written objections and supporting papers in person, please visit the Court’s website at <https://www.saccourt.ca.gov/>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

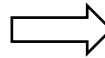
However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

D. If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at <https://apexclassaction.com/sacramento>. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number 34-2022-00332108, in this case through the Court's online services system, at <https://www.saccourt.ca.gov/>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number 34-2022-00332108, which is located in the office of the Clerk of the Sacramento Superior Court, 720 9th Street, Sacramento, California 95814 and is available for viewing during regular office hours (Mon.–Fri., 8:30 a.m.-12:30p.m., excluding holidays). However, please visit the Court's website at <https://www.saccourt.ca.gov/> for the most current information about in-person access to the Court. Please **scan the QR code** to directly take you to the settlement website.



If you have any questions, you can call the Settlement Administrator at 1- (800) 355 – 0700 or any of the attorneys representing the Class (see below for Class Counsel's phone number).

ATTORNEYS REPRESENTING THE CLASS

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**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**
