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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,

Defendants.

Case No. 34-2022-00332108

ASSIGNED FOR ALL PURPOSES TO:
Honorable Jill Talley, Dept. 23

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: March 21, 2025
Time: 9:00 a.m.
Dept.: 23

By Order of the Court on October 25, 2024

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DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff DANIELLE ERVIN (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Settlement Class and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class Action Settlement and attorneys’ fees, costs and service awards, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the Settlement Agreement and Stipulation To Resolve Class Action And PAGA Claims (“Settlement Agreement”) which the Parties ask the Court to approve. The Settlement Administration is now complete. Of the 374 participating class members, no Class Member requested exclusion and none objected to the settlement. As such, Plaintiff now requests the Court grant final approval of the settlement.

Procedural Background

3. On December 28, 2022 Plaintiff files a putative class action complaint entitled *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Sacramento County Superior Court No. 34-2022-00332108 seeking damages for Defendants’ alleged: failure to pay minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed upon separation from Defendants’ employ, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, improper use of consumer credit reports, failure to pay reporting time pay, and issuing payment of wages in the form of a non-labor code-compliant instrument, and violation of Business & Professions Code section 17200, et seq.

4. On December 28, 2022, Named Plaintiff submitted a PAGA Notice to the

1 LWDA. (*Id.*)

2 5. On March 6, 2023 Plaintiff on behalf of the general public as private attorney
3 general filed a PAGA representative action entitled *Danielle Ervin, et al. v. Welcome*
4 *Sacramento LLC, et al.*, Sacramento County Superior Court, Case No. 34-2023-00335704
5 seeking damages for Defendants’ alleged failure to pay minimum and overtime wages, failure to
6 provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed
7 upon separation from Defendants’ employ, failure to pay wages timely during employment,
8 failure to provide accurate itemized wage statements, failure to reimburse necessary business
9 expenses, improper use of consumer credit reports, failure to pay reporting time pay, failure to
10 provide suitable seating and issuing payment of wages in the form of a non-labor code-compliant
11 instrument.

12 6. On February 6, 2024, the Parties engaged in private mediation with a well-
13 respected wage and hour class action mediator, Louis Marlin. In preparation for the mediation
14 Defendants provided Class Counsel with hire and term dates for all employees, time and payroll
15 records and relevant policies for Class Members during the Class Period. Defendant provided
16 discovery sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths
17 and risks of the case and perform an analysis of the potential damages arising from the claims
18 made in this case. At all times, the Parties’ negotiations were adversarial and non-collusive. As a
19 result of settlement efforts, the Parties agreed to the mediator proposal for the Gross Settlement
20 Amount of \$850,000.00 for approximately 374 Settlement Class Members and the terms of which
21 are fully memorialized in the Settlement Agreement.¹

22 7. The “Settlement Class” or “Settlement Class Members” means all current and former
23 California non-exempt employees of Defendant during the applicable Class Period of December
24 28, 2018, through August 1, 2024. Defendant represented there are approximately 344 class
25 members as of the date of mediation, February 6, 2024. As of February 14, 2025 Apex will report
26 374 Participating Class Members, constituting 100% of the total 374 Settlement Class Members.

27 _____
28 ¹ At the time of mediation there was an estimated count of 344 class members. The estimated class member count is now 374 through the end of the Class Period. (See McNamee Dec. at ¶¶13-15).

1 8. In summary, Plaintiff's Counsel performed a thorough investigation into the
2 claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general
3 and class representative through interviews, background investigations, and analyses of
4 employment files and related records; (2) evaluating all of Plaintiff's potential representative
5 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
6 the positions, and the type of employer; (4) analyzing employees' time and wage records and
7 driver manifest; (5) reviewing Defendant's employment policies and practices; (6) researching
8 settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims
9 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief;
10 and (9) participating in the mediation.

11 **Mediation**

12 9. As a result of the mediation, the parties agreed to settle this matter for a Gross
13 Settlement Amount ("GSA") of \$850,000.00. Based on their own respective independent
14 investigations and evaluations, and after taking into account the sharply disputed factual and legal
15 issues involved in this matter, the risks attending further prosecution of the case, and the
16 monetary benefits received under the Settlement despite the questionable nature of the claims,
17 Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms set
18 forth in the Settlement Agreement remains fair, reasonable and adequate and is in the best
19 interests of the Class Members.

20 10. Even without the presumption of fairness and reasonableness, the settlement is
21 clearly within the range of reasonableness as thoroughly discussed in detail in the motion for
22 preliminary approval, and as considered by the Court in granting preliminary approval

23 11. The settlement negotiations were hard-fought and conducted in good faith and at
24 arm's length between attorneys with substantial experience litigating class action and wage-and-
25 hour cases. The settlement was the product of a non-collusive settlement process. The final
26 settlement amount was reached as a result of reasonable compromises in light of these
27 considerations. The Parties entered into a long form Settlement Agreement which is now
28 presented for Court approval.

1 12. From Class Counsel’s review of the facts, strengths, and weaknesses of the case,
2 the risks and delays posed by further litigation, and Class Counsel’s own prior litigation
3 experience, Class Counsel believe that the recovery for each Settlement Class Member is fair and
4 reasonable taking into consideration the amounts received in other wage and hour class actions,
5 the risks inherent in litigation of this genre, and the reasonable.

6 13. Accounting for the risks of continued litigation and impediments to discovery,
7 Plaintiff determined that a settlement amounting to \$850,000.00 was fair and reasonable and the
8 court preliminarily agreed.

9 **The Claims**

10 14. The GSA is well within the acceptable range of reasonableness for the claims
11 of the Settlement Class Members. After analysis and review of Defendant’s time and pay record
12 production and other payroll data, Class counsel estimates the overall value of the claims at
13 approximately \$2,190,130 should Plaintiff prevail at the class certification stage and at trial and
14 survive any appeals and win on all claims and be awarded maximum damages and penalties for
15 call Settlement Class Members and certain assumptions and extrapolations were confirmed with
16 further discovery. If this amount was reduced by a reasonable 50% to account for the risks of
17 continued litigation and not prevailing on one or more claims and the Court not awarding penalties
18 based upon Defendant’s good faith arguments.

19 15. There are an estimated 10,448 workweeks during the class period and approximately
20 5,173 weeks during the PAGA period. (McNamee Dec. at ¶¶14-16). At mediation, The value of
21 the failure to pay wages was valued at approximately \$62,842.00 calculated as follows: 0.33
22 hours workweek x average OT Rate \$19.88 weighted average OT rate x 9,579 workweeks.
23 Defendants also potentially owe class members \$793,346.40 in waiting time penalties (for a total
24 of 231 termed employees). The meal period claim was valued at approximately \$231,042 based
25 upon approximately 14,531 alleged violations (41% violation rate X 3.7 avg work shift per
26 workweek) X \$15.90 avg hourly rate. The rest break claim would similarly be valued at \$231,042
27 assuming a similar violation rate compared to meals. The expense reimbursement claim was
28 valued at \$246,300 assuming \$50 reimbursement per month X 4,926 possible months. The value

1 of the LC 226 claim was valued at \$321,100.00 for approximately 214 employees in the statutory
2 period. The consumer reporting claims were premised on a release of liability language in the
3 “Background Screening Disclosure and Release Form” and “Authorization” forms signed by
4 Plaintiff and other class members. These claims were valued at approximately \$344,000.
5 Defendants also potentially owe class members \$190,900 in PAGA penalties (3,818 pay periods x
6 reasonable \$50 penalty).

7 16. As a result, the GSA represents a reasonable recovery and approximately 38% of
8 the overall potential value. This recovery could easily be much higher if at trial PAGA penalties
9 were reduced or damages for certain pay periods or workweeks could not be proven for certain
10 individuals. The proposed GSA is within the “ballpark of reasonableness” and should be
11 approved. Counsel for Plaintiff believes that this is a fair and reasonable Settlement in light of the
12 complexities of the case, the state of the law and uncertainties of class certification and litigation,
13 the policies and practices Defendant has had in place or implemented during the purported liability
14 period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this
15 settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and
16 should be finally approved.

17 17. Based on the estimated Net Settlement Amount of \$481,521.82, the highest
18 Individual Settlement Amount to a Participating Class Member is currently estimated to be
19 approximately \$8,230.67, the average Individual Settlement Amount is currently estimated to be
20 approximately \$1,287.49, and the lowest Individual Settlement Amount is currently estimated to
21 be approximately \$46.09. These amounts are subject to employee-side tax and withholdings.

22 18. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs
23 or Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a
24 guaranteed amount of money paid to Settlement Class Members now, rather than the continued
25 risk of further litigation and receiving no money sometime in the far future and after trial and
26 appeals.

27 19. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be
28 allocated to Aggrieved Employees regardless of whether they opt out of the class settlement.

1 Aggrieved Employees cannot opt out of the PAGA settlement. There are 265 Aggrieved
2 Employees who worked a total of 5,173 weeks during the PAGA Period.

3 20. The highest individual PAGA share to an Aggrieved Employee is approximately
4 \$178.81, the average individual PAGA share is approximately \$47.17, and the lowest individual
5 PAGA share is approximately \$2.42.

6 21. I believe that the consideration and terms set forth in the Settlement Agreement is
7 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
8 known facts and circumstances, including the various defenses asserted by Defendant, and
9 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
10 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
11 litigation, the lengthy process of establishing specific damages and various possible delays and
12 appeals, were also carefully considered in agreeing to the proposed Settlement.

13 22. Further, beyond the risk of an adverse ruling on the merits or certification, Class
14 Counsel considered the fact that continued litigation would likely take years and would be
15 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
16 appellate proceedings are likely to occur, which will surely drag the case far into the future even
17 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
18 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
19 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
20 Given these realities, it is highly likely that the future expense of this litigation, and its likely
21 duration if the settlement is not approved, would be significant and weigh heavily in favor of
22 approval of this settlement.

23 23. Given the risks inherent in litigation, this settlement is fair, adequate, and
24 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

25 **Experience of Class Counsel**

26 24. My practice is limited exclusively to litigation, focusing on the representation of
27 employees in wage and hour and consumer class action matters. I have a great deal of experience
28 in wage and hour class action litigation. I have obtained certification of several classes, I have

1 been approved as class counsel in many other wage/hour class actions, and I am currently
2 litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the
3 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
4 and facts to those associated with this action:

- 5 o ***Mojica v. Compass Group, Inc., et al.*** USDC Central District, Case No. 8:13-cv-
6 01754.
- 7 o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 8 o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 9 o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
10 SACV08-00412.
- 11 o ***West v Iron Mountain Information Management, Inc, et al.***; Los Angeles County
12 Superior Court, Case No. BC393709.
- 13 o ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
14 Superior Court, Case No. BC 357912.
- 15 o ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
16 Superior Court, Case No. RIC 440630.
- 17 o ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 18 o ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case
19 No. 05CC00013.
- 20 o ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case
21 No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 22 o ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
23 Case No. RIC 420909.
- 24 o ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case
25 No. CV09-05848.
- 26 o ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT,
27 Case No. SACV 08-680.

- o ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- o ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- o ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- o ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- o ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- o ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- o ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- o ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- o ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- o ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- o ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- o ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- o ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)

- o **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.
- o **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No. 30-2012-00611260.
- o **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.
- o **Vigueras v. Red Robin International, Inc**, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court, Case No. BC55429;
- o **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o **Mendez v. Liberty Glass Fabricators, Inc.**, Riverside County Superior Court Case No. RIC1800119;
- o **Attia v. Neiman Marcus Group, Inc.**, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- o **O'Brien, et al. v. Cerida Investment Corp.**, Santa Clara Superior Court Case No. 21CV384527;
- o **Gonzalez v. Quality Aluminum Forge, LLC**, Orange County Superior Court Case No. 30-2015-00817941;
- o **Shay v. Apple, Inc.**, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o **Milligan v. CWI, Inc.**, San Bernardino Superior Court Case No. CIVDS 2013999;
- o **Aguilar v. LDI Mechanical, Inc.**, Riverside County Case No. RIC1610019;
- o **Abron v. University Healthcare Alliance**, Alameda County Superior Court Case No. RG20066438;

- o **Benson v. F21 Opco, LLC**, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o **Allen v. Creative Stone Mfg., Inc.**, San Bernardino County Superior Court Case No. CIVSB2201498;
- o **Santamaria v. Bright Horizons Children's Center**, San Bernardino County Superior Court Case No. CIVSB2210140;
- o **Yniguez v. Airgas USA, LLC**, Los Angeles County Superior Court Case No. 20STCV18190;
- o **Cervantez v. Genuine Parts Company**, Los Angeles County Superior Court Case No. 22STCV00981;
- o **Robles v. Jetro Holdings, LLC**, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- o **Hernandez v. Euromarket Designs, Inc.**, Santa Clara County Superior Court Case No. 20CV3770922;
- o **Ayala v. Veg-Land, et al.**, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o **Puente v. Sully-Miller Contracting Co.**, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o **Garcia v. Revolution Foods, Inc.**, Los Angeles Superior Court Case No. BC579142;
- o **Attaway, et al. v. Alliance Residential, LLC**, Santa Clara County Superior Court Case No. 20CV365134;
- o **Bowman v. Delta Dental of California**, Alameda County Superior Court Case No. RG21108230;
- o **Hernandez v. Burrtec Waste & Recycling Services, LLC**, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- o **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central District of California Case No. 2:21-CV-02268;

- o **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior Court Case No. BCV-17-100848;
- o **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles County Superior Court Case NO. 19STCV37061;
- o **Ross v. Stater Bros.**, San Bernardino Superior Court Case No. CIVDS1902518;
- o **Walker v. Barrett Business Services, Inc., et al.**, Los Angeles County Superior Court Case No. 20STCV39172;
- o **Benitez, et al. v. Medtronic, Inc., et al.**, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- o **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No. 20CECG00821;
- o **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case No. CIVDS1719694;
- o **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case No. CIVDS1918706;
- o **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case No. 19STCV33514
- o **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case No. 19CV359262;
- o **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;

- o **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No. CIVDS1936782;
- o **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- o **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- o **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- o **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- o **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- o **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.
- o **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- o **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No. CIV20002076;

- o *Ayala, et al., v. Macy's West Stores, Inc.*, Los Angeles County Case No. 20STCV34182;
- o *Wallen, et al. v. United Rentals (North America), Inc., et al.*, Stanislaus County Case No. CV-22-000399;
- o *Granados v. Hyatt Corporation*, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- o *Vigil v. Hyatt Corporation*, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- o *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No. 21TRCV00813.

Reasonableness of Attorneys' Fees

25. Here, the Parties' agreement to pay Class Counsel Fees of \$283,305.00 (33.33% of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

26. A review of my firm's detailed billing system reveals that to date, my firm as Class Counsel, on behalf of Plaintiff and the Settlement Class, invested approximately 163.60 hours litigating this matter through the date of this declaration.

27. In addition to the requested attorneys' fees, our office has expended a total of **\$15,973.18** in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of Class Counsel James Hawkins costs bill.

28. Despite the complexity of the case, Class Counsel has, through the investment of

1 substantial effort and the resources of my law firm been able to secure an outstanding settlement
2 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
3 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
4 required to establish a significant amount of witness testimony, pattern and practice evidence,
5 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
6 their case both at the class certification stage and trial. Defendant has vigorously contested
7 liability, the amount of claimed damages, and the propriety of class certification, and would have
8 continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and
9 adequate and in the best interests of the Settlement Class. The fairness and adequacy of the
10 Settlement is confirmed by all known facts and circumstances, including the risk of significant
11 delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and
12 numerous potential appellate issues.

13 **Reasonableness of the Named Plaintiff Enhancement Award**

14 29. The parties request payment of an Named Plaintiff Enhancement Award from the
15 non-reversionary Gross Settlement Amount to the Class Representative in the amount of
16 \$10,000.00 in addition to the payment he is otherwise entitled to receive as a Class Member. The
17 proposed Named Plaintiff Enhancement Award is reasonable compensation given the time and
18 effort that the named Plaintiff devoted to this case; the valuable assistance they provided to Class
19 Counsel; and the fact that they entered into a general release of claims that is broader than the
20 release of the Class.

21 30. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
22 including providing factual background for the Class Complaint; reviewing the relevant
23 documents, and Complaint; having their depositions taken; participating in phone calls with their
24 lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents.
25 Plaintiff agreed to participate in this case with no guarantee of personal benefit. Attached hereto as
26 **Exhibit D** is a true and correct copy of the declaration of Plaintiff Ervin.

27 I declare under penalty of perjury that the foregoing is true and correct. Executed on
28 February 19, 2025 at Irvine, California.

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James R. Hawkins

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Exhibit A

1 JAMES HAWKINS APLC
2 James R. Hawkins (#192925)
3 Gregory Mauro (#222239)
4 Michael Calvo (#314986)
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16 Attorneys for Plaintiff DANIELLE ERVIN,
17 individually and on behalf of all others similarly situated

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

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

22 Plaintiff,

23 v.

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

Defendants.

FILED
Superior Court of California
County of Sacramento
10/25/2024
T. Shaddix, Deputy

Case No. 34-2022-00332108

ASSIGNED FOR ALL PURPOSES TO:
Honorable Jill Talley, Dept. 23

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 13, 2024
Time: 9:00 AM
Dept.: 23

Reservation A-332108-001

ORDER

This matter came on for hearing on September 13, 2024 at 9:00 AM in Department 23 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Settlement Agreement and Stipulation To Resolve Class Action And PAGA Claims (hereinafter “Settlement Agreement”).

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Sacramento County
5 Superior Court No. 34-2022-00332108 (the "Lawsuit") and all terms used herein shall have the same
6 meanings as set forth in the Settlement Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendant has agreed to a non-reversionary GSA of \$850,000.00. The
13 GSA includes without limitation any and all payments Defendant may be responsible for under the
14 Settlement, including any Attorney's Fees and Costs, Enhancement Award, the Class Member
15 Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
16 Administrator's Fees, and all payroll taxes (excluding employer-side payroll taxes) due and owing
17 as a result of the Settlement.

18 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
19 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
20 acting as the Class Representative.

21 The Court hereby appoints, for settlement purposes, Plaintiff Danielle Ervin as the Class
22 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
23 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
24 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

25 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

26 The Court finds that the proposed manner of class notice is adequate.

27 The Court approves APEX Class Administration, to serve as the Settlement Administrator.

28 The Court further hereby approves, as to form and content, the proposed Notice of Class

1 Action Settlement and Orders the notice to be mailed to the Settlement Class.

2 The Court finds that the Notice of Class Action Settlement constitutes the best notice
3 practicable under the circumstances, is in full compliance with the laws of the State of California
4 and, to the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
6 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
7 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
8 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
9 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
10 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
11 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
12 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
13 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
14 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
15 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
16 documentation in support of or in opposition to and appear in connection with said hearing.

17 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
18 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
19 last known address of the Settlement Class, as specifically described within the Settlement
20 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
21 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

22 Within 14 calendar days after entry of the Preliminary Approval Order, Defendants will
23 provide to the Settlement Administrator a list of Class Members that identifies each Class Member
24 by name, Social Security Number, and last-known address; and specifies the number of weeks
25 worked by each Class Member in a non-exempt position during the Class Period and the PAGA
26 Period. The Settlement Administrator will keep the list confidential, except it shall be provided to
27 Class Counsel upon request with Social Security Numbers and address information redacted, and
28 Class Counsel agrees to use such information only for the purposes described in the Settlement

1 Agreement.

2 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
3 Administrator's receipt of the Class Data, the Settlement Administrator will mail copies of the Class
4 Notice via regular First-Class U.S. Mail and follow the procedures set forth in the Settlement
5 Agreement.

6 IT IS FURTHER ORDERED that The Settlement Administrator will re-mail any notice
7 packet returned by the United States Postal Service with a forwarding address on or before the
8 expiration of the Notice Period. It shall be conclusively presumed that those Class Members
9 whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable
10 within 14 calendar days after re-mailing, received the Class Notice. Class Members who receive a
11 re-mailed Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or
12 dispute the workweeks attributed to him or her.

13 IT IS FURTHER ORDERED The Class Notice will include a procedure by which a Class
14 Member may dispute the number of workweeks allocated to the Class Member by submitting a
15 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
16 expiration of the Notice Period ("Workweek Dispute"). The Settlement Administrator will also
17 attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved
18 amongst the Parties, the Court will make a final and binding determination of any unresolved
19 dispute.

20 IT IS FURTHER ORDERED that individuals who fall within the definition of the
21 Settlement Class may choose to exclude themselves as Settlement Class Members. A valid Opt-
22 Out Request must: (i) contain the Class Member's full name and current address; (ii) the Action
23 name and/or case number; (iii) a statement clearly expressing the Class Member's desire to be
24 excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or
25 before the expiration of the Notice Period. Alternatively, a Class Member may fill out the Opt-Out
26 Request Form attached to the Class Notice and return it so that it is postmarked on or before the
27 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
28 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of the

1 Settlement Agreement. Upon receipt of any Opt-Out Request within the Notice Period, the
2 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the
3 opt-out requirements of the Settlement Agreement. Any Class Member who fails to submit a
4 timely, complete, and valid Opt-Out Request will be barred from opting out of the Settlement
5 Agreement or the settlement, unless otherwise ordered by the Court.

6 IT IS FURTHER ORDERED Any Class Member may object to the Settlement. Any
7 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
8 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class
9 Counsel will ensure that any written objections get filed with the Court concurrently with the final
10 approval documents by having it attached to the Settlement Administrator's Declaration. Class
11 Members who have not objected in writing may still appear and be heard at the Settlement
12 Hearing. Written objections to the Settlement must contain at least the following: (i) the objecting
13 Class Member's full name and current address; (ii) a clear reference to the Action by name and/or
14 case number; and (iii) a statement of the specific reasons why the objector believes the Settlement
15 is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the Notice of
16 Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In addition,
17 though not required, the Parties ask that any objecting Class Member also include a statement of
18 whether the objector intends to appear at the final approval hearing, either in person or through
19 counsel and, if through counsel, a statement identifying that counsel by name, bar number,
20 address, and telephone number. In addition, Class Members may appear at the final approval
21 hearing to state their objection even if they do not submit a written objection during the Notice
22 Period.

23 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
24 _____ at _____. before the Honorable Jill Talley in Department 23. At the Final
25 Approval hearing, the Court will determine whether the Settlement should be finally approved as
26 fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
27 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the
28 amount properly payable for (i) Attorneys' Fees and Costs, (ii) Enhancement Award, (iii) the

1 Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments.

2 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
3 Final Approval and application for attorneys' fees and costs and class representative Enhancement
4 Award shall be filed with this Court No later than thirty (30) calendar days before the Final
5 Approval Hearing.

6 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
7 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
8 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
9 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
10 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
11 Agreement.

12 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
13 this matter except those contemplated herein and in the Settlement Agreement are stayed.

14 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
15 Hearing from time to time without further notice to the Class.

16 **IT IS SO ORDERED.**

17
18 Dated: 10/25/2024, 2024



Jill Talley

Honorable Jill Talley

JUDGE OF THE SUPERIOR COURT

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Exhibit B

1 JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
2 Gregory Mauro, Esq. (#222239)
3 Michael Calvo, Esq. (#314986)
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9 Email: Ava@jameshawkinsaplc.com
10 Attorneys for Plaintiff, the Putative Class,
11 the State of California, and Aggrieved Employees
12 (Additional Counsel on Next Page)

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SACRAMENTO

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

16 Plaintiff,

17
18 v.

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

24 Defendants.

Case No. 34-2023-00332108

ASSIGNED FOR ALL PURPOSES TO:
HON. JILL TALLEY, DEPT. 23

**SETTLEMENT AGREEMENT AND
STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

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Attorneys for Defendants
WELCOME SACRAMENTO, LLC;
WELCOME GROUP MANAGEMENT, LLC; and
WELCOME GROUP, INC.

This Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the following actions: (1) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.* Sacramento County Superior Court Case No. 34-2022-00332108 (the “**Class Action**”); and (2) *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.* Sacramento County Superior Court Case No. 34-2023-00335704 (the “**PAGA Action**”) (collectively, the “**Actions**”). This agreement is entered into between Plaintiff DANIELLE ERVIN (“**Plaintiff**”) and Defendants WELCOME SACRAMENTO, LLC; WELCOME GROUP MANAGEMENT, LLC; and WELCOME GROUP, INC. (“**Defendants**”) (Plaintiff and Defendants are collectively referred to as the “**Parties**”).

DEFINITIONS

1. **Actions.** “**Actions**” mean the Class Action and the PAGA Action.
2. **Aggrieved Employees.** “**Aggrieved Employees**” means all individuals who are or previously were employed by Defendants as non-exempt California employees during the PAGA Period. Defendants represent there are approximately 214 Aggrieved Employees during the PAGA Period who worked approximately 3,818 Pay Periods during the PAGA Period.
3. **Agreement or Settlement or Settlement Agreement.** “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.
4. **Attorneys’ Fees and Costs.** “**Attorneys’ Fees and Costs**” means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 33 1/3% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Actions, in an amount to not to exceed \$283,305.00.
5. **Class Counsel.** “**Class Counsel**” means James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava-Issary of JAMES HAWKINS APLC.
6. **Class or Class Members.** “**Class**” or “**Class Members**” means all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the state of California during the Class Period. Defendants represent there are approximately 344

1 Class Members who worked during the Class Period through approximately February 7, 2024.

2 7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached
3 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

4 8. Class Period. “**Class Period**” means the period from December 28, 2018, through
5 the earlier date of either 90 days after full execution of this settlement agreement or the date the
6 Court enters the Preliminary Approval Order.

7 9. Court. “**Court**” means the Sacramento County Superior Court, where the Actions
8 are currently pending.

9 10. Defendants. “**Defendants**” means WELCOME SACRAMENTO, LLC;
10 WELCOME GROUP MANAGEMENT, LLC; and WELCOME GROUP, INC.

11 11. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
12 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
13 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
14 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
15 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
16 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
17 and Judgment as set forth in this Agreement.

18 12. Employer’s Taxes. “**Employer’s Taxes**” means Defendants’ share of the payroll
19 taxes associated with the wage portion of the Individual Settlement Payments, which Defendants
20 will pay separately from the Gross Settlement Amount.

21 13. Enhancement Award. “**Enhancement Award**” means the amount the Court
22 authorizes to be paid to Named Plaintiff in addition to their Individual Settlement Payment, in
23 recognition of their effort and work in prosecution of the Actions, up to \$10,000.00.

24 14. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
25 hearing on final approval of the Settlement.

26 15. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
27 granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will
28 submit to the Court with the motion for final approval of the Settlement.

1 16. General Release Named Plaintiff Only. “**General Release**” means the general
2 release of all claims as set forth in Paragraphs 47-48.

3 17. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
4 payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is
5 \$850,000.00.

6 18. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
7 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

8 19. Individual Settlement Payment. “**Individual Settlement Payment**” means the
9 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
10 Employee as set forth in this Agreement and consists of the Participating Class Member Payment
11 and the Individual PAGA Payment to the extent an employee is eligible.

12 20. Named Plaintiff. “**Named Plaintiff**” means DANIELLE ERVIN.

13 21. Notice Period. “**Notice Period**” means the time period commencing on the date the
14 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed
15 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45
16 days after remailing, whichever is later.

17 22. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
18 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
19 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
20 Settlement Administration Costs.

21 23. PAGA Claims. “**PAGA Claims**” means, for the PAGA Period, claims for penalties
22 under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a)
23 arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have
24 been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions
25 or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the
26 Named Plaintiff to the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor
27 Code section 2699.3 on or about December 28, 2022 asserting that Defendants violated various
28 provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the

PAGA Claims include claims premised on the failure to pay minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed upon separation from Defendants' employ, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, improper use of consumer credit reports, failure to provide suitable seating, failure to pay reporting time pay, and issuing payment of wages in the form of a non-labor code-compliant instrument; violations of California Labor Code §§ 201-204, 212, 213, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 1024.5; in connection with the allegations in the LWDA Notices and Operative Complaint; and related violations of the applicable California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.* The PAGA Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

24. PAGA Amount. "**PAGA Amount**" means the amount of \$50,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$37,500.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (\$12,500.00) will be allocated to the Aggrieved Employees as the "**PAGA Payment**."

25. PAGA Period. "**PAGA Period**" means the period from December 28, 2021, through the earlier date of either 90 days after full execution of this settlement agreement or the date the Court enters the Preliminary Approval Order.

26. Parties. "**Parties**" means the Defendants and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

27. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement; "**Settlement Class**" means a class of all Participating Class Members.

28. Participating Class Member Payment. “**Participating Class Member Payment**” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 52.f., which is inclusive of the employee’s share of taxes and withholdings with respect to the wages portion of the Participating Class Member Payment.

29. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from the Court preliminarily approving this Settlement.

30. Released Parties. “**Released Parties**” means and includes WELCOME SACRAMENTO, LLC; WELCOME GROUP MANAGEMENT, LLC; and WELCOME GROUP, INC. and its respective current and former parents, predecessors or successors, holding companies, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, managers, employees, insurers, partners, shareholders, members, attorneys, agents, executors, and assigns.

31. Released Claims. “**Released Claims**” means, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the operative complaint based upon or arising out of the facts alleged therein, except those arising under PAGA. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims premised on the failure to pay minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed upon separation from Defendants’ employ, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, improper use of consumer credit reports, failure to pay reporting time pay, and issuing payment of wages in the form of a non-labor code-compliant instrument; unfair business practices; violations of California Labor Code §§ 201-204, 212, 213, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 1024.5; related violations of the applicable California Wage Orders; violations of the Fair Credit Reporting Act, violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged

1 Labor Code violations alleged (or that could be alleged based on the facts pled) in the Actions. The
2 Released Claims excludes claims for workers' compensation claims and any claims outside of the
3 Class Period.

4 32. Settlement Administration Costs. "**Settlement Administration Costs**" means the
5 costs of settlement administration, including costs of notice to Class Members, distributing
6 settlement payments, and any other fees and costs incurred or charged by the Settlement
7 Administrator in connection with the execution of its duties under this Settlement.

8 33. Settlement Administrator. "**Settlement Administrator**" means APEX Class Action
9 Administrators, or such other third-party administrator chosen by the Parties and approved by the
10 Court.

11 34. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing
12 Date at which the Court will determine whether to fully and finally approve the fairness and
13 reasonableness of this Agreement.

14 RECITALS

15 35. On December 28, 2022, Named Plaintiff submitted a PAGA Notice to the LWDA.

16 36. On December 28, 2022, Named Plaintiff filed the Class Action against Defendants
17 in a case entitled *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.* Sacramento County
18 Superior Court Case No. 34-2022-00332108.

19 37. On March 6, 2023, Named Plaintiff filed the PAGA Action against Defendants in a
20 case entitled *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Sacramento County Superior
21 Court Case No. 34-2023-00335704.

22 38. The Class Action and PAGA Actions allege that Defendants violated various wage-
23 and-hour laws, including: (1) failure to pay wages including overtime as required by Labor Code
24 §§ 510 and 1194; (2) failure to provide meal periods as required by Labor Code §§ 226.7, 512 and
25 IWC Wage Orders; (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4)
26 failure to pay timely wages required by Labor Code § 203; (5) failure to timely pay wages during
27 employment required by Labor Code § 204; (6) failure to provide accurate wage statements required
28 by Labor Code §§ 226, 226.3, 558.1; (7) failure to reimburse necessary business expenses as

1 required by Labor Code § 2802; (8) failure to provide suitable seating; (9) failure to pay reporting
2 time pay; (10) improper use of consumer credit report in violation of labor code section § 1024.5;
3 (11) issuing payment of wages in the form of a non-labor code-compliant instrument; (12) violation
4 of Business & Professions Code § 17200, et seq.; and (13) penalties pursuant to the California
5 Private Attorneys General Act.

6 39. In preparation for the mediation Defendants provided Class Counsel with hire and
7 term dates for all employees, time and payroll records and relevant policies for Class Members
8 during the Class Period.

9 40. On February 6, 2024, the Parties participated in mediation with Louis Marlin (the
10 “**Mediator**”), a respected mediator of complex wage-and-hour actions, and with the assistance of
11 the Mediator’s evaluations, the Parties reached the settlement that is memorialized in this
12 Agreement.

13 41. Defendants deny that they engaged in any misconduct in connection with the wage-
14 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
15 Defendants further deny that they have any liability of any kind associated with the claims alleged
16 in the Actions. Defendants contend that they have complied with both federal and state wage-and-
17 hour laws, and all other laws regulating its relationship with the Class Members and the Aggrieved
18 Employees, including the Named Plaintiff.

19 42. Class Counsel has investigated the facts relating to the Actions. Settlement
20 discussions were conducted at arm’s length during a full-day mediation with a neutral third-party
21 mediator, and the Settlement is the result of an informed and detailed analysis of Defendants’
22 potential liability and exposure in relation to the costs and risks associated with continued litigation.
23 Based on the documents and data produced, as well as Class Counsel’s own independent
24 investigation and evaluation, Class Counsel believes that the Settlement documented by this
25 Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light
26 of all known facts and circumstances, including the risk of significant delay and defenses asserted
27 to the merits of the Actions. While Defendants specifically deny any liability in the Actions,
28 Defendants have agreed to enter into this Settlement to avoid the costs associated with defending

1 the Actions.

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

5 **TERMS AND CONDITIONS**

6 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
7 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
8 the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of
9 the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
10 California, and Defendants agrees that the Actions shall be and are finally and fully compromised
11 and settled on the following terms and conditions:

12 44. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued
14 litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit,
15 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
16 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
17 requirements; breached any contract; violated or breached any duty; engaged in any
18 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
19 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any
20 of the negotiations connected with it, shall be construed as an admission or concession by
21 Defendants or any of the other Released Parties of any such violations or failures to comply with
22 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
23 this Agreement and its terms and provisions shall not be offered or received as evidence in any
24 action or proceeding to establish any liability or admission on the part of Defendants or to establish
25 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
26 local or other applicable law.

27 45. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
28 that (a) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section

1 382, and (b) the Actions may proceed as a PAGA representative action.

2 a. The Parties intend their settlement to be contingent upon the preliminary and
3 final approval of each and every term of this Agreement, without material modification. The Parties
4 and their respective counsel shall use their respective best efforts to obtain Court approval and
5 implement this Agreement in accordance with its terms. If the Court does not approve this
6 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
7 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
8 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
9 Parties intend this Agreement to become null and void, and unenforceable, in which event the
10 settlement terms set forth in this Agreement, including any modifications made with the consent of
11 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
12 and shall become null and void and have no further force or effect, and the class certified for
13 settlement purposes pursuant to this Agreement will be decertified for all purposes.

14 b. In the event the Court does not grant preliminary or final approval of the
15 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
16 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
17 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
18 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
19 be restored to their respective positions existing prior to the execution of this Agreement, and
20 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
21 the Actions or any other litigation. Defendants does not waive, and instead expressly reserves, its
22 rights to challenge the propriety of class certification and/or the Actions proceeding on a
23 representative basis for any purpose should the Court not grant preliminary or final approval of the
24 Parties' settlement.

25 46. Participating Class Members' Release Of Claims. Upon the funding of the Gross
26 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
27 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
28 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any

1 and all of the Released Parties from the Released Claims that arose during the Class Period.

2 a. This release by the Named Plaintiff and each Participating Class Member is
3 intended to settle any and all of the Released Claims that any of them may have against Defendants
4 or any of the Released Parties during the Class Period.

5 b. Because it is impossible or impracticable to have each Class Member execute
6 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
7 and such notice will have the same force and effect as if the Agreement were executed by each Class
8 Member.

9 47. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
10 Amount recited in this Agreement, the Named Plaintiff, as the representatives for the State of
11 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their
12 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon
13 payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the
14 settlement to the Settlement Administrator, forever completely release and discharge Defendants
15 and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The
16 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
17 and Judgment to have agreed not to sue or otherwise make a claim against Defendants and any of
18 the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
19 permissible by law.

20 48. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
21 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
22 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released
23 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
24 to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without
25 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
26 the maximum extent permitted by law any claims against Defendants and the Released Parties,
27 arising out of or relating to the Named Plaintiff's employment or the termination of her employment
28 with Defendants and any other Released Party. This general release by the Named Plaintiff includes

1 a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general
2 release does not extend to claims that the creditor or releasing party does not know or suspect to
3 exist in his or her favor at the time of executing the release and that, if known by him or her, would
4 have materially affected his or her settlement with the debtor or released party."

5 49. No Prior Assignments. The Named Plaintiff represents and warrants that he has not
6 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
7 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
8 released and discharged by this Agreement.

9 50. Settlement Payments And Calculation Of Claims. Subject to final Court approval
10 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
11 promises set forth in this Agreement, Defendants agrees to pay the Gross Settlement Amount of
12 \$850,000.00 The Gross Settlement Amount includes, but is not limited to, payments to be made to
13 Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Award to
14 the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the
15 avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall not be
16 required to pay any amount over \$850,000.00 for this Settlement, apart from the employer's share
17 of applicable taxes which will be paid in addition to the Gross Settlement Amount, and as set forth
18 in Paragraph 51. The following table summarizes the allocation of the Gross Settlement Amount:

19 **Gross Settlement Amount of \$850,000.00, Allocated As Follows:**

- 20
- 21 • **\$50,000.00** for the PAGA Payment
 - 22 ○ **\$37,500.00** for the LWDA Payment
 - 23 ○ **\$12,500.00** for payments to Aggrieved Employees on a *pro rata*
24 basis (i.e., Individual PAGA Payment)
 - 25 • Class Counsel Attorneys' Fees not to exceed \$283,305.00
 - 26 • Class Counsel Costs not to exceed **\$25,000.00**
 - 27 • Up to **\$10,000.00** for an Enhancement Award for Named Plaintiff
 - 28 • Settlement Administration Costs, not to exceed **\$9,200.00**
 - Approximately **\$472,495** paid to Class Members on a *pro rata* basis (i.e.,
Participating Class Member Payment)

51. Settlement Escalator. The Settlement is based on the representation that there were no more than 9,579 non-exempt workweeks worked by the Class Members during the period of December 28, 2018, through the date the Court enters the Preliminary Approval Order. If that number is incorrect by more than 10% (i.e., by more than 958 workweeks), Defendants shall increase the Gross Settlement Amount proportionally. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%. In the alternative, the defendant may elect to shorten the release period to stay within the 10% range.

52. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 51 of this Agreement, equals \$283,305.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of \$25,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 52.a. Except as provided in this Paragraph 52.a, each party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administrator Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration costs, currently estimated at \$9,200.00. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$9,200.00, the difference shall be added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed \$9,200.00

1 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
2 responsible for paying any additional funds in order to pay these additional costs.

3 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
4 Counsel will apply to the Court for awards of up to \$10,000.00 to Named Plaintiff as an
5 Enhancement Award for their services and for assuming the risks associated with this litigation, for
6 the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such
7 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
8 Amount. Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved
9 by the Court pursuant to this Paragraph. The Enhancement Award payable to Named Plaintiff shall
10 be in addition to any payment they may receive pursuant to Paragraph 52.e, below. If the Court
11 awards less than the amount requested, any amount not awarded will be part of the distribution to
12 the Participating Class Members as set forth in this Agreement and shall not be a reason to
13 invalidate/terminate this Agreement.

14 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
15 the Court for approval of the PAGA Amount of \$50,000.00 for claims for civil penalties asserted
16 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
17 Labor Code § 2699(1)(2). The Parties agree that 75% of the PAGA Amount (\$37,500.00) will be
18 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$12,500.00) will be allocated
19 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment allocated
20 to each of the Aggrieved Employees will be calculated using the same formula as set forth in
21 Paragraph 52.e, but will be limited to Pay Periods worked during the PAGA Period. Any Class
22 Members who worked during the PAGA Period and who opt out of the Settlement will still be
23 considered Aggrieved Employees for purposes of this Paragraph 52.dd and, therefore, will
24 (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all
25 PAGA Claims against the Released Parties.

26 e. Individual Settlement Payments. The Individual Settlement Payments shall
27 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
28 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved

1 Employee's *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

2 i) Participating Class Member Payment: After deducting the approved
3 amounts specified in Paragraphs 52.a-d above, each Participating Class Member will be entitled to
4 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
5 calculated from the Net Class Settlement Amount based on the respective number of weeks worked
6 by each Participating Class Member in a non-exempt position during the Class Period, rounded up
7 to the nearest whole week. All Class Members will be deemed to have worked during at least one
8 week during the Class Period. Each Participating Class Member's share of the Net Class Settlement
9 Amount will be calculated by dividing the Participating Class Member's weeks worked in a non-
10 exempt position by the total number of weeks worked by all Class Members in a non-exempt
11 position during the Class Period and multiplying this figure by the Net Class Settlement Amount.
12 The Class Notice will include the number of weeks that the Class Member worked during the Class
13 Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

14 ii) Individual PAGA Payment: For each Aggrieved Employee, the
15 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
16 Payment, as set forth in Paragraph 52.dd (the Individual PAGA Payment).

17 f. Participating Class Member Payments shall be distributed only to
18 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
19 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
20 *rata* basis based on the formula set forth in Paragraph 52.e. Individual PAGA Payments will be
21 distributed to all Aggrieved Employees.

22 g. The Parties agree that, under no circumstances shall Defendants be obligated
23 to pay any amount under this Agreement to any Class Member other than Participating Class
24 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
25 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in
26 Paragraph 51, under no circumstances shall Defendants be obligated to pay more than the Gross
27 Settlement Amount in full settlement of the Actions.

28 53. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members under this Agreement, including the Individual PAGA Payments made
2 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
3 plans to which any Participating Class Member or Aggrieved Employees may be eligible including,
4 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
5 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
6 that this Agreement will not affect any rights, contributions, or amounts which any Participating
7 Class Member or Aggrieved Employee may be entitled to under any benefit plans.

8 54. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
9 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
10 applicable state and federal tax withholdings, including payroll taxes, have been deducted.

11 a. The Participating Class Member Payments shall be reported as follows: no
12 more than 20% of the net settlement amount distributed to each Participating Class Member will be
13 considered wages, and will be reported as such to each Participating Class Member on a W-2 Form;
14 Defendant shall not be responsible for any further payments, except as set forth in paragraph 55
15 below. Defendant continues to deny any liability whatsoever and the payment of the sum shall not
16 be considered as any admission in regard to the same. The PAGA Payments distributed to each
17 Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

18 b. Prior to mailing the Individual Settlement Payments, the Settlement
19 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
20 applicable governmental agencies sufficient amounts as may be owed by Participating Class
21 Members for required withholdings and taxes, including all payroll taxes. The Settlement
22 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved
23 Employee consistent with the foregoing breakdown. The Parties understand that the Named
24 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
25 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
26 solely responsible for any and all tax obligations associated with such receipt.

27 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 59)
28 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal

1 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
2 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
3 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
4 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
5 expenses arising from any income tax return or other reporting document that may be required by
6 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

7 d. All Parties represent and acknowledge that nothing in this Agreement
8 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
9 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
10 obligations or consequences that may arise from this Agreement and Class Members shall not seek
11 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
12 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
13 Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all
14 responsibility for the payment of such taxes.

15 55. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
16 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
17 identifies each Class Member by name, Social Security Number, and last-known address; and
18 specifies the number of weeks worked by each Class Member in a non-exempt position during the
19 Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class List in an
20 Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement
21 Administrator will keep the list confidential, except it shall be provided to Class Counsel upon
22 request with Social Security Numbers and address information redacted, and Class Counsel agrees
23 to use such information only for the purposes described in this Agreement.

24 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
25 search based upon the National Change of Address Database to update and correct any known or
26 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
27 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
28 of the Class List from Defendants, the Settlement Administrator will send the Class Notice to each

1 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
2 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
3 undeliverable within 14 calendar days after mailing.

4 b. The Settlement Administrator will re-mail any notice packet returned by the
5 United States Postal Service with a forwarding address on or before the expiration of the Notice
6 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
7 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
8 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
9 45 days from the date of the re-mailing to object, opt out, or dispute the workweeks attributed to
10 him or her.

11 c. The Settlement Administrator will use the appropriate skip tracing and
12 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
13 Class Members, and to re-mail the notice packets returned by the Postal Service without a
14 forwarding address upon locating new or alternate addresses after a reasonable search.

15 d. Class Counsel will provide to the Court, in connection with seeking final
16 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
17 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
18 additional information Class Counsel deems appropriate to provide to the Court.

19 56. Dispute Procedure. The Class Notice will include a procedure by which a Class
20 Member may dispute the number of workweeks allocated to the Class Member by submitting a
21 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
22 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
23 contain the following: (i) the Class Member’s full name and current address; (ii) the Action name
24 and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and
25 (iv) documentary evidence sufficient to prove that Defendants’ calculation of the workweeks for the
26 Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement
27 Administrator shall promptly serve Defendants’ counsel with a copy of the Workweek Dispute and
28 any accompanying papers. Defendants’ counsel will inform Class Counsel of any such dispute. No

1 Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by
2 U.S. mail to and received by the Settlement Administrator as provided above. Defendants shall
3 have the right to respond to the Workweek Dispute by any Class Member. The Settlement
4 Administrator will also attempt to resolve the Workweek Dispute. To the extent the Workweek
5 Dispute cannot be resolved amongst the Parties, the Court will make a final and binding
6 determination of any unresolved dispute.

7 a. Within 14 calendar days after the close of the Notice Period, the Settlement
8 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
9 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to
10 Participating Class Members and Aggrieved Employees. The report to Class Counsel will not
11 include the names or contact information of Participating Class Members and Aggrieved
12 Employees.

13 57. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
14 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
15 including the release of the Released Claims that arose during the Class Period. A Class Member
16 will not be entitled to opt out of the settlement established by this Agreement unless the Class
17 Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must:
18 (i) contain the Class Member's full name and current address; (ii) the Action name and/or case
19 number; (iii) a statement clearly expressing the Class Member's desire to be excluded from (or opt
20 out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
21 the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached
22 to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice
23 Period. Any Class Members who worked during the PAGA Period and who opt out of the
24 Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

25 a. Upon receipt of any Opt-Out Request within the Notice Period, the
26 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
27 out requirements of this Agreement.

28 b. Any Class Member who fails to submit a timely, complete, and valid Opt-

1 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
2 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
3 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
4 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
5 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
6 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
7 of the Notice Period, the Class Member did not make the request in a timely manner. Absent good
8 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
9 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
10 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
11 the Settlement Administrator have the authority to extend the deadline for Class Members to submit
12 a request to opt out of the settlement without the Parties' joint written consent.

13 c. At the close of the Notice Period, the Settlement Administrator shall report
14 the names of all individuals who opted out of the Agreement to the parties and include this
15 information in a Declaration regarding the distribution of the notice that will be provided in support
16 of Plaintiff's Motion for Final Approval.

17 d. If 5% or more Class Members timely opt out of the settlement, Defendants
18 will have the sole and absolute discretion to withdraw from this Agreement within fourteen (14)
19 calendar days after Defendants receives notice of the number of opt outs. Defendants will provide
20 written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that
21 Defendants elect to so withdraw, the withdrawal shall have the same effect as a termination of this
22 Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and
23 void and have no further force or effect, and the class certified pursuant to this Agreement will be
24 decertified for all purposes. If Defendants choose to terminate this Settlement Agreement under this
25 provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the
26 Settlement Agreement is terminated for any other reason, including the Court's failure to grant final
27 approval of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible
28 for the Settlement Administrator's fees and costs.

1 58. Objections To Settlement. Any Class Member may object to the Settlement. Any
2 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
3 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel
4 will ensure that any written objections get filed with the Court concurrently with the final approval
5 documents by having it attached to the Settlement Administrator's Declaration. Class Members
6 who have not objected in writing may still appear and be heard at the Settlement Hearing.

7 a. Written objections to the Settlement must contain at least the following:
8 (i) the objecting Class Member's full name and current address; (ii) a clear reference to the Action
9 by name and/or case number; and (iii) a statement of the specific reasons why the objector believes
10 the Settlement is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the
11 Notice of Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In
12 addition, though not required, the Parties ask that any objecting Class Member also include a
13 statement of whether the objector intends to appear at the final approval hearing, either in person or
14 through counsel and, if through counsel, a statement identifying that counsel by name, bar number,
15 address, and telephone number. In addition, Class Members may appear at the final approval
16 hearing to state their objection even if they do not submit a written objection during the Notice
17 Period.

18 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
19 the Final Hearing Date, file responses to any written objections submitted to the Court.

20 c. Unless they opt out of the Settlement as specified in Paragraph 57, Class
21 Members who object to the proposed settlement or the Agreement will remain Participating Class
22 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
23 remedy against Defendants and the other Released Parties. To the extent any Participating Class
24 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
25 or in part, such individuals will be bound by the Court's Final Approval Order.

26 d. In the event that any person objects to or opposes this proposed settlement or
27 the Agreement, or attempts to intervene in or otherwise enter the Actions, the Parties and Class
28 Counsel will use their best efforts to defend the Settlement.

1 e. A Class Member cannot both opt out and object to the Settlement. If a Class
2 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
3 be deemed invalid.

4 59. Funding And Distribution Of Settlement.

5 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
6 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
7 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
8 individuals who opted out of the Settlement; the total amount payable to all Participating Class
9 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
10 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
11 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
12 designated as wages.

13 b. On the later of fifteen (15) calendar days of the Settlement Administrator
14 providing all the information necessary for Defendants to remit payment or fifteen (15) calendar
15 days after the Effective Date, Defendants shall remit to the Settlement Administrator: (i) the Gross
16 Settlement Amount of \$850,000.00 and (ii) the employer's taxes for any portion of the Individual
17 Settlement Payments designated as wages (the collectively, "**Settlement Fund**"). The delivery by
18 Defendants of the Settlement Fund to the Settlement Administrator will constitute the full and
19 complete discharge of the entire obligation of Defendants under this Agreement, unless anything
20 further is requested by the Settlement Administrator to ensure timely and proper disbursement. No
21 Released Party will have any further obligation or liability to the Named Plaintiff, Participating
22 Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with
23 the claims released herein, regardless of whether the Named Plaintiff, Participating Class Members,
24 Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator
25 set forth in this Agreement.

26 c. The distribution of Individual Settlement Payments to Participating Class
27 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
28 the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The

1 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
2 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
3 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
4 Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim
5 against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other
6 agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual
7 Settlement Payments made substantially in accordance with this Agreement or further orders of the
8 Court.

9 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
10 Enhancement Award shall occur no later than ten (10) calendar days after the Settlement
11 Administrator receives the Settlement Fund from Defendants.

12 e. If a Participating Class Member's or Aggrieved Employee's check is returned
13 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
14 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
15 expressly understood and agreed that the checks for the Individual Settlement Payments, including
16 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
17 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
18 State of California's Unclaimed Property Fund in the name of the Participating Class
19 Member/Aggrieved Employee.

20 f. Defendants will not be obligated to make any payments contemplated by this
21 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
22 Date of the Agreement.

23 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
24 Deadline, the Settlement Administrator will provide written certification of completion of settlement
25 administration to Class Counsel and to Defendants' Counsel.

26 60. Binding Effect Of Agreement On Class Members. Subject to final Court approval
27 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
28 Participating Class Members will be bound by this Agreement.

1 61. Binding Effect Of Agreement On Aggrieved Employees and State of California. The
2 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
3 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
4 against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by
5 the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

6 62. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the
7 Actions requesting that the Court enter the Preliminary Approval Order shortly after complete
8 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
9 approval of the settlement so long as the motion and supporting papers are consistent with the terms
10 of this Agreement. Notwithstanding the foregoing, Defendants may, without opposing the
11 preliminary approval motion, advise the Court if Defendants dispute any of the factual statements
12 concerning the claims at issue included by the Named Plaintiff in the motion and supporting papers.
13 Defendants' counsel will meet and confer with Class Counsel regarding any disputed factual
14 statements before notifying the Court of any disputes.

15 63. Non-Interference With Claims Procedure. The Parties and their counsel agree that
16 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
17 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.
18 Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with
19 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

20 64. Final Order and Judgment. The Named Plaintiff will request that the Court enter,
21 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named
22 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
23 Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the
24 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
25 Participating Class Members release the Released Parties from the Released Claims; order that the
26 Aggrieved Employees and the State of California release the Released Parties from the PAGA
27 Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to
28 carry out the provisions of this Agreement.

1 65. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
2 settlement set forth in this Agreement does not become final, the settlement will be null and void
3 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
4 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
5 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
6 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
7 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
8 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
9 negotiations shall not be admissible or discoverable in the Actions or otherwise.

10 66. No Double Recovery. No Class Member who has already released, assigned, or
11 otherwise forfeited the claims asserted in the Action will be considered a Class Member or be
12 entitled to recover under this Agreement. Such persons will be excluded from the Class List.

13 67. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
14 publicize the filing of the Actions, the Parties' settlement, this Agreement and its terms, or the
15 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
16 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
17 Paragraph 67 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on
18 any website (including, without limitation, publishing on any Twitter account, Facebook, other
19 social media, or blog, or business website) of the amount or terms of the settlement, with or without
20 identifying information; and (ii) the submission of information to Verdicts & Settlements, Jury
21 Verdicts, or any other publication that summarizes the results of jury verdicts and settlements.

22 a. Notwithstanding the foregoing, Class Counsel may respond to questions
23 received from, and discuss any aspect of this Agreement with the Class Members or their legal
24 representatives, the Settlement Administrator, the Court, and representatives of the California Labor
25 and Workforce Development Agency.

26 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
27 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
28 effectuate this Agreement, or the online posting of documents relating to the Actions by the

1 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
2 Court.

3 c. The Named Plaintiff and Class Counsel agree that all data and information
4 informally produced by Defendants in connection with the settlement of these Actions will be
5 maintained in confidence, and will not be shared with any other persons or entities.

6 68. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
7 material changes to the material terms or conditions of Paragraphs 1 through 67 of this Agreement
8 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
9 which case Defendants would not be obligated to make any payments to any Class Member, to Class
10 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve
11 mediator Lisa Klerman as necessary before exercising such right.

12 69. Modification In Writing. This Agreement may be altered, amended, modified or
13 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
14 approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole
15 or in part, orally.

16 70. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all
17 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
18 the event the Parties are unable to reach an agreement on the form or content of any document
19 needed to implement the Settlement, or any supplemental provisions that may become necessary to
20 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Lisa
21 Klerman) and, if still unable to resolve their dispute, the Court.

22 71. Notices. All notices, requests, demands, and other communications required or
23 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
24 personally or by first class mail to the Settlement Administrator approved by the Court and the
25 undersigned persons at their respective addresses as set forth below:

26 CLASS COUNSEL

27 JAMES HAWKINS APLC
28 James R. Hawkins, Esq.
Gregory Mauro, Esq.

Michael Calvo, Esq.
 Lauren Falk, Esq.
 Ava-Issary, Esq.
 9880 Research Drive Suite 200
 Irvine CA 92618
 Tel.: (949) 387-7200

COUNSEL FOR DEFENDANTS

GORDON REES SCULLY MANSUKHANI, LLP

Linda M. Moroney, Esq.
 Natalie B. Fujikawa, Esq.
 3 Parkcenter Drive, Suite 200
 Sacramento, CA 95825
 Telephone: (916) 565-2900
 Facsimile: (916) 920-4402

72. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

73. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Actions. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Actions, the PAGA Claims, and the Released Claims against Defendants and its Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

74. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement

(including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

75. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

76. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

77. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

78. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

79. Representation and Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this Agreement.

80. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

1 81. Representation By Counsel. The Parties acknowledge that each of them has been
2 represented by their respective counsel throughout all negotiations that preceded the execution of
3 this Agreement, and that this Agreement has been executed with the consent and advice of their
4 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
5 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
6 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
7 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
8 Plaintiff as provided by this Agreement.

9 82. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
10 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
11 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

12 83. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
13 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
14 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
15 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
16 expressly provided for in this Agreement.

17 84. No Reliance on Representations. The Parties have made such investigations of the
18 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
19 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
20 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
21 any of their rights or asserted rights, or with regard to the advisability of making and executing this
22 Agreement, or with respect to any such matters. No representations, warranties, or inducements
23 have been made to any Party concerning this Agreement.

24 85. No Collateral Attack. This Agreement will not be subject to collateral attack by any
25 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
26 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
27 for any reason to receive timely notice of the procedure for disputing the calculation of their
28 Individual Settlement Payment, or for opting out of the Settlement.

1 IT IS SO AGREED:

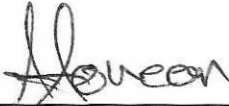
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4 Dated: 5/17/2024

PLAINTIFF DANIELLE ERVIN

By: 
FD7B6FC327EF472...
DANIELLE ERVIN
Named Plaintiff

5
6 Dated: 7/26/2024

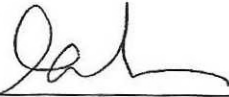
DEFENDANTS WELCOME SACRAMENTO, LLC;
WELCOME GROUP MANAGEMENT, LLC; and
WELCOME GROUP, INC.

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11 By: 
12 Title: MANAGING MEMBER

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14 APPROVED AS TO FORM ONLY:

15 Dated: 05.17.2024

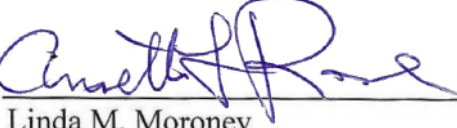
JAMES HAWKINS APLC

16
17 By: 
18 James Hawkins
19 Gregory Mauro
20 Attorneys for Plaintiff

21 APPROVED AS TO FORM ONLY:

22 Dated: July 26, 2024

GORDON REES SCULLY MANSUKHANI,
LLP

23
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25 By: 
26 Linda M. Moroney
27 Annette L. Rose
28 Attorney for Defendants

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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/12/2024
Client: DANIELLE ERV - Ervin Danielle
Matter: WELCOME GROUP M - Welcome Group Management dba Courtyard by Marriott Sacramento-Ervin v. Welc

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/28/2022	FIL	Filing Fee - LWDA Filing Fee	\$75.00		Unbilled				
12/28/2022	POS	Postage - 12.28.22 Crs via cert mail to Agent(s) re LWDA Filing	\$28.23		Unbilled				
12/28/2022	FST	First Legal Network - Filing - S&C, Initial Docs IN# 30224217	\$1,685.50		Unbilled				
01/17/2023	CRT	Court Documents - 01.17.23 Notice & Order of Complex Case Determination	\$2.00		Unbilled				
01/17/2023	CRT	Court Documents - 01.17.23 pulled document - Notice & Order of Complex Case Determination	\$2.00		Unbilled				
02/27/2023	FST	First Legal Network - Filing - Nat (x) IN# 30227367	\$58.00		Unbilled				
03/06/2023	FST	First Legal Network - Filing - S&C, Initial Docs, Ntc of CMC & Order re Complex Case IN# 30230586	\$1,711.30		Unbilled				
08/23/2023	FST	First Legal Network - Filing - Request to CContinue & prop Order IN# 30248438	\$58.00		Unbilled				
10/12/2023	FST	First Legal Network - Filing - request to continue & Prop Order IN# 30256289	\$58.00		Unbilled				
12/19/2023	MED	Mediation Services IN#1900 CK#11374	\$9,000.00		Unbilled				
01/11/2024	FST	First Legal Network - Filing - Joint Report & Req to Continue SC IN# 30267292	\$61.50		Unbilled				
		Total:	\$12,739.53	\$0.00					
		Balance:	\$12,739.53						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$12,739.53						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

Report Date: 3/12/2024
Report Time: 12:20PM
Page: 1 of 1
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/12/2024
Client: DANIELLE ERV - Ervin Danielle
Matter: WELCOME PAGA - Welcome Group Management dba Courtyard by Marriott Sacramento PAGA -Ervin v

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
05/12/2023	FST	First Legal Network - Filing - NAR (X3) IN# 30237327	\$58.00		Unbilled				
02/09/2024	EXA	Expert Analysis- IN#240207 CK#11498	\$2,300.00		Unbilled				
Total:			\$2,358.00	\$0.00					
Balance:			\$2,358.00						
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$2,358.00						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

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Exhibit D

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

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,

Defendants.

Case No. 34-2022-00332108

ASSIGNED FOR ALL PURPOSES TO:
Honorable Jill Talley, Dept. 23

**DECLARATION OF PLAINTIFF DANIELLE
ERVIN IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 21, 2025
Time: 9:00 a.m.
Dept.: 23

By Order of the Court on October 25, 2024

DECLARATION OF DANIELLE ERVIN

I, DANIELLE ERVIN hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendants WELCOME SACRAMENTO, LLC; WELCOME GROUP MANAGEMENT, LLC; and WELCOME GROUP, INC. ("Defendants") in approximately October 2021 as a Non-Exempt Employee working as a Hotel Front Desk Agent and worked during the liability period for Defendants until my separation from Defendants' employ in approximately January 2022. I typically worked 5-7 days a week and 40 or more hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included Defendants' failure to pay minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages earned and owed upon separation from Defendants' employ, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, improper use of consumer credit reports, failure to pay reporting time pay, and issuing payment of wages in the form of a non-labor code-compliant instrument, and violation of Business & Professions Code section 17200, et seq. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendants' common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants. During those

1
2 conferences, my attorneys provided me with an overview of how those claims would be litigated
3 and generally educated me about the nature of complex/representative litigation and my role as
4 the representative Plaintiff.

5 6. My attorneys provided me with a draft of the complaint for my review and
6 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
7 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
8 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
9 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
10 contacted my attorneys to stay current on the status of the litigation, and to discuss my
11 attorneys' progress in prosecuting the claims.

12 7. Since I believe I was not paid overtime and minimum wages owed to me, not
13 paid all wages earned and owed upon separation from Defendants' employ, not paid timely
14 during my employment, not provided meal and rest periods, not provided accurate itemized
15 wage statements, not reimbursed necessary business expenses, not paid reporting time pay,
16 subjected to improper use of consumer credit reports, issued payment of wages in the form of a
17 non-labor code-compliant instrument as well as violations under the UCL all in accordance with
18 California law and that I have been similarly injured as to all other class members in the
19 settlement who worked for Defendants during the class period, I believe the claims asserted in
20 the Complaint are also shared by the other Class Members. I worked with various other non-
21 exempt employees and I believe we were all treated the same and subject to the same unlawful
22 policies.

23 8. Since I agreed to become a Class Representative, I have worked every step of the
24 way with my attorneys. During the course of the litigation I have always kept the best interest
25 of the Class Members on equal footing as mine. I have been, and I am willing to continue to
26 pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not
27 finally approved. As a result, I firmly believe that I do not have any interests adverse to the
28 interests of the Class Members. I have maintained the Class Members best interest from the
inception of the case.

1
2 9. As a Class Representative, I have spent numerous hours consulting with my
3 attorneys, providing documentation, consulting with other Class Members, responding to
4 questions by my attorneys, providing documents to my attorneys, working with my attorneys to
5 review documents received, helping my attorneys in preparing for the mediation and attending
6 the mediation via telephone. I was consulted about the status of the case and provided constant
7 feedback about the case from my attorneys including the mediation, settlement negotiations and
8 eventual settlement. I estimate I have spent approximately 44 hours working on this case.

9 10. I understand from my counsel that there have been zero objections and zero
10 requests for opt out by Class Members and as a result have embraced the settlement.

11 11. From the beginning of this case, I have freely chosen to accept the risks of being
12 a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the
13 claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have
14 achieved that result with the settlement and the individual payments to the Class Members. I
15 believe the settlement is fair reasonable and adequate based on the numerous defenses asserted
16 by Defendant. I believe the efforts and work I put forth helped to achieve the fair settlement
17 that will benefit the Class Members. As a result of my efforts, I also believe the Named
18 Plaintiff Enhancement Award is reasonable, and I respectfully request the Court approve the
19 amount of \$10,000.00 to the named Plaintiff.

20 I declare under penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct. Executed on February 17, 2025, at Sacramento, California.

22 DocuSigned by:

23 *Danielle Ervin*

24 FD780FC327EF472...

25 DANIELLE ERVIN
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