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Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE COUNTY

GREGORY EDGAR SPENCER, an individual, on his own behalf and on behalf of all others similarly situated; JENNIFER LYNN WOODRUFF, an individual, on her on behalf and on behalf of all others similarly situated, Plaintiffs, vs. BEL AIRE HOSPITALITY LLC dba MOTEL 6 STANTON, an Arizona limited liability company; and DOES 1 through 100, inclusive, Defendants.	CASE NO.: **30-2023-01304470-CU-OE-CXC** **SUPPLEMENTAL DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Judge: Hon. David A. Hoffer Date: July 6, 2026 Time: 1:30 PM Dept.: CX103 Complaint Filed: January 25, 2023

SUPPLEMENTAL DECLARATION OF KEVIN LIPELES

1. I am an attorney at law duly licensed to practice law in California and admitted to practice before this Court. I am the founding attorney of Lipeles Law Group, APC, which is attorney of record for Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff (collectively "Plaintiffs") and the potential class in this lawsuit.

2. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and would testify competently thereto.

3. An executed Amendment to the Class Action and PAGA Settlement Agreement ("Amendment to Settlement Agreement") is attached hereto as **Exhibit A**. The Amendment to Settlement Agreement incorporates the changes required by the Court in its Minute Order dated March 16, 2026. A redlined version of the paragraphs of the Original Agreement[1] is attached hereto as **Exhibit B.**

4. The Parties have revised the Class Notice per the Court's Minute Order. A red-lined copy of the Amended Class Notice is attached hereto as **Exhibit C**.

5. A final version of the Amended Class Notice is attached hereto as **Exhibit D**.

6. The Parties have amended the Escalator Clause in the Original Agreement to read as follows: Based on its records, Defendant estimates there are a total of 6,877 Workweeks for the period of January 25, 2019 to May 22, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks for Class Members is greater than 110% of this estimate (i.e., the Workweeks exceed 7,565), then Defendant agrees to increase the Gross Settlement Amount on a proportional basis above the 110% threshold (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the filing of Plaintiff's Motion for Preliminary Approval regarding whether the escalator clause has been triggered.

7. In their final approval papers, Plaintiffs will file a fee brief that provides

[1] The Class Action and PAGA Settlement Agreement entered into on or around October 27, 2025 is referred to as the "Original Agreement."

information regarding how attorneys' fees are calculated and a detailed lodestar analysis. Accordingly, the Court should preliminary approval Plaintiff's Counsel requested fees.

8. The Parties have amended the allocation to wages in the Original Agreement from 20% to 33 1/3. Section 3(4) of the Original Agreement is amended to read as follows: 33 and 1/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66 and 2/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

9. The Parties have amended section 7.5.2 of the Original Agreement to state that the Court will ultimately decide any unresolved dispute regarding the authenticity of an opt-out request. *See* Amendment to Settlement Agreement, §C.

10. The Parties have amended section 5.3 of the Original Agreement to remove the following phrases: "the Operative Complaint in the Action," and ""and ascertained in the course of the Action". *See* Amendment to Settlement Agreement, §B. The PAGA release states: All Aggrieved Employees regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*,

that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

11. The Parties have also amended section 5.3 of the Original Agreement to state: "The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar res judicata any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Release PAGA Claims.". Amendment to Settlement Agreement, §B.

12. The Parties have amended paragraph 12.17 of the Original Agreement to reflect the current address of Lipeles Law Group, APC as follows: 1060 Aviation Blvd., Suite 100, Hermosa Beach, CA 90254.

13. The Parties have amended the Class Notice as follows: (1) omitted the statement "but not the PAGA Settlement" on page 2 of the Class Notice, in the first column, third row; (2) changed the department to CX103 in section 8 on page 9; and (3) changed the address for Lipeles Law Group APC on page 10 of the Class Notice to: 1060 Aviation Blvd., Suite 100, Hermosa Beach, CA 90254.

14. The Parties propose the following date for the Final Approval Hearing: December 22, 2026.

15. A true and correct copy of Plaintiffs' March 13, 2023, letter to the LWDA is attached hereto as **Exhibit E**.

16. On or about March 18, 2026, Plaintiffs served the LWDA with Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, supporting documents and Notice of Ruling. A Proof of Service was filed with this Court on the same date. A true and correct copy of the Proof of Service is attached hereto as **Exhibit F**.

17. On or about March 18, 2026, Plaintiffs served a Notice of Ruling on Defendant and the LWDA, A true and correct copy of the service of the Notice of Ruling is attached hereto as **Exhibit G.**

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 22, 2026, in Hermosa Beach, California.

KEVIN A. LIPELES

Exhibit A

Exhibit A

Kevin A. Lipeles (Bar No. 244275)
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Thomas H. Lipeles (Bar No. 217285)
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GREGORY EDGAR SPENCER and JENNIFER LYNN WOODRUFF

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15760 Ventura Blvd, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

Attorneys for Defendant,
BEL AIRE HOSPITALITY, LLC dba MOTEL 6 STANTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

GREGORY EDGAR SPENCER, an individual, on his own behalf and on behalf of all others similarly situated; JENNIFER LYNN WOODRUFF, an individual, on her own behalf and on behalf of all others similarly situated; Plaintiff, v. BEL AIRE HOSPITALITY, LLC dba MOTEL 6 STANTON., a California corporation; and DOES 1-20, inclusive, Defendants.	Case No: 30-2023-01304470-CU-OE-CX *[Assigned for all purposes to the Hon. David A. Hoffer in Dept. CX103]* **AMENDMENT NO. 1 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT** Complaint Filed: January 25, 2023

Plaintiffs GREGORY EDGAR SPENCER and JENNIFER LYNN WOODRUFF (collectively, “Plaintiffs”), and Defendant BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON (“Defendant,” and collectively with Plaintiffs, the “Parties”), pursuant to § 12.9, of the Class Action and PAGA Settlement Agreement (“Original Agreement”) entered into on or around October 27, 2025, hereby agree to amend the Original Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

A. Section 3.2.4.1 of the Original Agreement is hereby amended to state as follows:

Tax Allocation of Individual Class Payments. 33 and 1/3% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66 and 2/3% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members’ or Aggrieved Employees’ period of employment for any purpose.

B. Section 5.3 of the Original Agreement is hereby amended to state as follows:

Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

C. Section 7.5.2 of the Original Agreement is hereby amended to state as follows:

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Court has the ultimate authority to decide any unresolved dispute as to the authenticity of an opt-out request.

D. Section 8 of the Original Agreement is hereby amended to state as follows:

CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE Based on its records, Defendant estimates there are a total of 6,877 Workweeks for the period of January 25, 2019 to May 22, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks for Class Members is greater than 110% of this estimate (i.e., the Workweeks exceed 7,565), then Defendant agrees to increase the Gross Settlement Amount on a proportional basis above the 110% threshold (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%). Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the filing of Plaintiff's Motion for Preliminary Approval regarding whether the escalator clause has been triggered.

///

IT IS SO AGREED.

DATED: Jun 19, 2026 ______________________

PLAINTIFF GREGORY EDGAR SPENCER

Gregory Spencer (Jun 19, 2026 23:38:16 PDT)
____

Gregory Edgar Spencer,
Individually and as Class Representative

DATED: ______________________

PLAINTIFF JENNIFER LYNN WOODRUFF

____

Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: ______________________

DEFENDANT BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON

____

By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: ______________________

LIPELES LAW GROUP, APC

____

Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff

DATED: ______________________

LANDEGGER VERANO, ALC

____

Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
James M. Bacon, Esq.
Counsel for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton

IT IS SO AGREED.

DATED: ____________________

PLAINTIFF GREGORY EDGAR SPENCER

____
Gregory Edgar Spencer,
Individually and as Class Representative

DATED: Jun 18, 2026

PLAINTIFF JENNIFER LYNN WOODRUFF

Jennifer Lynn Woodruff
Jennifer Lynn Woodruff (Jun 18, 2026 23:10:00 PDT)
____
Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: ____________________

DEFENDANT BEL AIRE HOSPITALITY LLC
DBA MOTEL 6 STANTON

____
By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: ____________________

LIPELES LAW GROUP, APC

____
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff

DATED: ____________________

LANDEGGER VERANO, ALC

____
Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
James M. Bacon, Esq.
Counsel for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton

IT IS SO AGREED.

DATED: ______________________ PLAINTIFF GREGORY EDGAR SPENCER

____
Gregory Edgar Spencer,
Individually and as Class Representative

DATED: ______________________ PLAINTIFF JENNIFER LYNN WOODRUFF

____
Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: ______________________ DEFENDANT BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON

____
By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: June 22, 2026 LIPELES LAW GROUP, APC

____
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff

DATED: ______________________ LANDEGGER VERANO, ALC

____
Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
James M. Bacon, Esq.
Counsel for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton

IT IS SO AGREED.

DATED: ______________________

PLAINTIFF GREGORY EDGAR SPENCER

____

Gregory Edgar Spencer,
Individually and as Class Representative

DATED: ______________________

PLAINTIFF JENNIFER LYNN WOODRUFF

____

Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: 6/23/2026

DEFENDANT BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON

Signed by:
Sunesh Tewari
7687787413CC48F...

By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED:______________________

LIPELES LAW GROUP, APC

____

Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Counsel for Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff

DATED: June 22,2026

LANDEGGER VERANO, ALC

____

Alfred J. Landegger, Esq.
Joseph P. Sklar, Esq.
James M. Bacon, Esq.
Counsel for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton

Exhibit B

Exhibit B

Section 3.2.4.1

Tax Allocation of Individual Class Payments. ~~20~~33 and 1/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~80~~66 and 2/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

Section 5.3

Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in ~~the Operative Complaint in the Action,~~ the PAGA notice provided on behalf of Plaintiffs to the LWDA~~, and ascertained in the course of the Action,~~ arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and ~~shall~~ may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

Section 7.5.2

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. ~~The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.~~ If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. ~~The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge~~The Court has the ultimate authority to decide any unresolved dispute as to the authenticity of an opt-out request.

<u>Section 8</u>

CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE Based on its records, Defendant estimates there are a total of 6,877 Workweeks for the period of January 25, 2019 to May 22, 2025 (i.e., as of the date the Parties participated in mediation). If the actual number of Workweeks for Class Members is greater than 110% of this estimate (i.e., the Workweeks exceed 7,565), then Defendant ~~has the option to either: (1)~~ agrees to increase the Gross Settlement Amount on a proportional basis above the 110% threshold (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%)~~; or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered workweeks to no more than 10% more than the estimate provided (i.e., to the last date on which the Workweeks do not exceed 7,565) in lieu of paying an increase to the Gross Settlement Amount ("Alternate End Date")~~. Defendant and Defense Counsel shall cooperate with Class Counsel in timely providing information prior to the filing of Plaintiff's Motion for Preliminary Approval regarding whether the escalator clause has been triggered~~ and, if applicable, whether Defendant is electing to shorten the Class Period and PAGA Period pursuant to this paragraph~~.

Exhibit C

Exhibit C

AMENDED COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL
Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton
Orange County Superior Court Case No.: 30-2023-01304470-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON ("Defendant") for alleged wage and hour violations. The Action was filed by Gregory Edgar Spencer and Jennifer Lynn Woodruff ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of January 25, 2019 to July 22, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of March 13, 2022 to July 22, 2025 ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less withholding) and your Individual PAGA Payment is estimated to be $_______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

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

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period

Formatted: Left: 0.75", Right: 0.75", Top: 0.75", Bottom: 0.75" wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion notifying the Administrator, Phoenix Class Action Administration Solutions ("Phoenix") of your request to be excluded. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is ___________.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement ~~but not the PAGA Settlement.~~ **Written Objections Must be Submitted by ______________.**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the __________ Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on ___________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual

	appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by ____________.**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ____________. See Section **4** of this Notice. The Administrator will initially determine challenges to calculations of Workweeks/Pay Periods, but the Court may review the Administrator's decision.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: LIPELES LAW GROUP, APC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(1) Defendant Will Pay $150,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 65 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

a) Up to $50,000.00 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $22,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
b) Up to $2,500.00 to each named plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
c) Up to $7,000 to the Administrator for services administering the Settlement.
d) Up to $12,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

(4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 33 and 1/3%~~20~~% of each Individual Class Payment to taxable wages ("Wage Portion") and 66 and 2/3%~~80~~% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).

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

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

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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

(9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

> All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay overtime and double-time wages; (b) failure to pay minimum and straight time wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to keep requisite payroll records; (f) failure to provide complete and accurate wage statements; (g) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (h) failure to reimburse necessary business-related expenses and costs; (i) failure to allow inspection of employment records; (j) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (k) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for Plaintiffs' Release by Plaintiffs and Released PAGA Claims being released by Aggrieved Employees, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

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

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

> All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.~~All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq*., that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint in the Action, the PAGA notice provided on behalf of Plaintiffs to the LWDA, and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties ($3,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

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

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

5. HOW WILL I GET PAID?

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

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

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

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

Submit the enclosed Request for Exclusion Form or a written and signed letter with your name, present address, telephone number, email address (if you have one), the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement to the Administrator via fax, email or mail. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain your identity as a Class Member and ~~the~~ your desire to be excluded. If the Administrator has reason to question the authenticity of your Request for Exclusion, the Administrator may demand additional proof of your identity. The Court has the ultimate authority to decide any unresolved dispute as to the authenticity of an opt-out request. **The Administrator must be sent your request to be excluded by ____________, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the __________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: _____(url)_____ or the Court's website: https://www.occourts.org/online-services/case-access/civil-case-access

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. You may submit the enclosed Objection Form or send a written and signed letter with your name, present address, telephone number, email address (if you have one), and your objections to the Administrator, by fax, email, or mail. **The deadline for sending written objections to the Administrator is __________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on __________ at ________ a.m. in Department ~~CX105~~ CX103 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Additional information regarding remote appearances is available on the Court's website: https://www.occourts.org/general-information/remote-appearance-information. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____(url)_____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix's website at ____(url)____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.occourts.org/online-services/case-access/civil-case-access and entering the Case Number for the Action, Case No. 30-2023-01304470-CU-OE-CXC. You can also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, during regular court hours.

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

Settlement Administrator:
Name of Administrator
Mailing Address
Email Address
Telephone No.
Fax No.

Attorneys for the Plaintiffs and Settlement Class Members:
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
LIPELES LAW GROUP, APC
1060 Aviation Blvd.~~880 Apollo Street~~, Suite100 ~~336~~
Hermosa Beach~~El Segundo~~, California 90254~~45~~
Telephone No.: (310) 322-2211
Fax No.: (310) 322-2252

Formatted: English (United States)

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

Exhibit D

Exhibit D

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

Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton
Orange County Superior Court Case No.: 30-2023-01304470-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON ("Defendant") for alleged wage and hour violations. The Action was filed by Gregory Edgar Spencer and Jennifer Lynn Woodruff ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of January 25, 2019 to July 22, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of March 13, 2022 to July 22, 2025 ("Aggrieved Employees").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less withholding) and your Individual PAGA Payment is estimated to be $_______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

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

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period

wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion notifying the Administrator, Phoenix Class Action Administration Solutions ("Phoenix") of your request to be excluded. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

	appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by ___________.**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ___________. See Section **4** of this Notice. The Administrator will initially determine challenges to calculations of Workweeks/Pay Periods, but the Court may review the Administrator's decision.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: LIPELES LAW GROUP, APC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(1) Defendant Will Pay $150,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 65 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

a) Up to $50,000.00 (33⅓% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $22,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
b) Up to $2,500.00 to each named plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
c) Up to $7,000 to the Administrator for services administering the Settlement.
d) Up to $12,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

(4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 33 and 1/3%% of each Individual Class Payment to taxable wages ("Wage Portion") and 66 and 2/3%% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if applicable) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html).

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

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

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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

(9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

> All Participating Class Members and Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were or could have been alleged based on the facts set forth in the Operative Complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay overtime and double-time wages; (b) failure to pay minimum and straight time wages; (c) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (d) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (e) failure to keep requisite payroll records; (f) failure to provide complete and accurate wage statements; (g) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (h) failure to reimburse necessary business-related expenses and costs; (i) failure to allow inspection of employment records; (j) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (k) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for Plaintiffs' Release by Plaintiffs and Released PAGA Claims being released by Aggrieved Employees, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The "Released Parties" means: Defendant, and any of its past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, executive-level employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, affiliates, and joint venturers.

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

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

> All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties ($3,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

(3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records are stated in the first page of this Notice. You have until __________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, email or mail. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. While the Administrator and the Parties will attempt to resolve your dispute, the Court will ultimately decide any unresolved dispute.

5. HOW WILL I GET PAID?

(1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

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

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

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

Submit the enclosed Request for Exclusion Form or a written and signed letter with your name, present address, telephone number, email address (if you have one), the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement to the Administrator via fax, email or mail. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain your identity as a Class Member and your desire to be excluded. If the Administrator has reason to question the authenticity of your Request for Exclusion, the Administrator may demand additional proof of your identity. The Court has the ultimate authority to decide any unresolved dispute as to the authenticity of an opt-out request. **The Administrator must be sent your request to be excluded by ____________, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the ____________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: ______(url)______ or the Court's website: https://www.occourts.org/online-services/case-access/civil-case-access

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. You may submit the enclosed Objection Form or send a written and signed letter with your name, present address, telephone number, email address (if you have one), and your objections to the Administrator, by fax, email, or mail. **The deadline for sending written objections to the Administrator is ____________.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ______________ at ________ a.m. in Department CX103 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Additional information regarding remote appearances is available on the Court's website: https://www.occourts.org/general-information/remote-appearance-information. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ______(url)______ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix's website at ____(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.occourts.org/online-services/case-access/civil-case-access and entering the Case Number for the Action, Case No. 30-2023-01304470-CU-OE-CXC. You can also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, during regular court hours.

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

Settlement Administrator:
Name of Administrator
Mailing Address
Email Address
Telephone No.
Fax No.

<u>Attorneys for the Plaintiffs and Settlement Class Members</u>:
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite100
Hermosa Beach, California 90254
Telephone No.: (310) 322-2211
Fax No.: (310) 322-2252

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

Exhibit E

Exhibit E

LIPELES
LAW GROUP
APC
880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

March 13, 2023

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Bel Aire Hospitality LLC
13457 N. 103rd St.
Scottsdale, AZ 85260

Re: *Spencer, Gregory v Bel Aire Hospitality*

Dear Sir or Madam:

This office represents Gregory Edgar Spencer. We hereby inform you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with Mr. Spencer. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is an employee-employer related dispute. Mr. Spencer was a non-exempt employee of Bel Aire Hospitality LLC (hereinafter "Employer"). Employer is a hospitality company operating hotels in California. Employer employs numerous non-exempt hourly employees such as Mr. Spencer. Employer has violated the law. These violations are set forth in Section II below.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client and the class he represents has numerous legal claims against his Bel Aire Hospitality LLC. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY WAGES

Employer had policies according to which employees regularly performed work, including helping guests off-the-clock prior to their shifts and after their shifts. Employees were not paid for time working before they were allowed to log in or after they logged out.

B. FAILURE TO PAY OVERTIME
[Labor Code §510]

Employer had policies according to which Mr. Spencer and the Class were paid only for non-overtime hours which they worked. Working hours for which Mr. Spencer and the Class were entitled to overtime pay were ignored by Employer. These policies resulted in underpayment of employee wages for overtime work.

C. FAILURE TO PROVIDE REST PERIODS
[Labor Code §226.7]

Employer intentionally and improperly denied rest breaks. Rest breaks were either interrupted, delayed, or missed entirely. Employees were only provided one rest break when they worked over 8 hours. At least two days each week, employees were not afforded any rest breaks. On days when employees worked 10-12 hours, they were not afforded second and third rest breaks.

Employees did not receive premium pay for any interrupted, delayed or missed rest breaks.

D. FAILURE TO PROVIDE MEAL PERIODS
[Labor Code §226.7]

Employer intentionally and improperly denied meal periods. Meal periods were either interrupted, delayed, or missed entirely. Employees were only afforded 1-2 meal breaks every other week. When afforded, meal breaks were always provided late or were frequently interrupted. When employees worked in excess of 10-12 hours, they were not afforded a second meal break.

Employees did not receive premium pay for any interrupted, delayed or missed meal periods.

E. FAILURE TO PROVIDE ITEMIZED STATEMENTS
[Labor Code §226]

Employer intentionally failed to furnish its employees, upon payment of wages, itemized statements accurately showing the total number of hours worked, the applicable hourly rates in effect during each pay period, the corresponding hours worked at each hourly rate, the resulting gross and net wages earned, and the resulting deductions made.

These practices led employees to believe that they were not entitled to overtime compensation, to be paid for meal and rest periods not provided, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

F. FAILURE TO MAINTAIN ACCURATE RECORDS
[Labor Code §1174 & 1174.5]

Employer is required to maintain payroll records relating to its employees and the hours each employee worked daily, the wages paid to each employee and, if applicable, the number of piece-rate units earned by and any applicable piece rate paid to employees. Employer intentionally failed to maintain such required records.

G. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
[Labor Code §1198.5]

Upon request, Employer is required to allow inspection or provide copies of the content of an employee's personnel records within 30 days of the request. Mr. Spencer issued a written request to Employers for copies of his personnel records. Employers failed to timely provide the requested copies or allow Mr. Spencer access to his personnel records.

H. FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION
[Labor Code §203]

As a further result of Employer's failure to pay employees at required overtime rates and for uninterrupted meal and rest periods not provided, when the employees left their employ, they were not timely paid all wages due them, as required by Labor Code §§201, 202 and Wage Order 5. Employer discharged and/or forced a number of its employees to quit and failed to pay those employees the wages due them within the time periods mandated by Labor Code §§201, 202 and Wage Order 5.

I. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE
[Labor Code §2802]

Employers required employees to wear shirts with the company name thereon. However, Employers do not maintain the uniforms. Employees pay for the maintenance and cleaning themselves.

J. UNFAIR COMPETITION
[Business & Professions Code §§ 17200 et seq.]

Employer engaged in unfair and unlawful practices by failing to (1) pay its employees for uninterrupted rest periods not provided; (2) pay its employees for uninterrupted meal periods not provided; (3) furnish its employees with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, and (4) pay its employees for wages due when leaving their employ, all in violation of Bus. & Prof. Code §§17200 et seq.

By and through the unfair and unlawful business practices described herein, Employer obtained valuable property, money and services from its employees and has deprived them of valuable rights and benefits guaranteed by law

K. ADDITIONAL PENALTIES

Violations of Labor Code, §§201-204, 218.5, 226(a)(e), 226.7, 510, 512, 558, 1194, 1198, 1199, 2802

Mr. Spencer and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Mr. Spencer also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq*., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

By: Kevin A. Lipeles, Esq.

cc: Mr. Spencer

Exhibit F

Exhibit F

Lipeles Law Group
Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
1060 Aviation Blvd., Ste. 100
Hermosa Beach, CA 90254
Tel: (310) 322-2211
Fax: (310) 322-2252
kevin@kallaw.com; thomas@kallaw.com

Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GREGORY EDGAR SPENCER, an individual, on his own behalf and on behalf of all others similarly situated; JENNIFER LYNN WOODRUFF, an individual, on her on behalf and on behalf of all others similarly situated,

Plaintiff,

v.

BEL AIRE HOSPITALITY LLC dba MOTEL 6 STANTON, an Arizona limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01304470-CU-OE-CXC

PROOF OF SERVICE OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, SUPPORTING DOCUMENTS AND NOTICE OF RULING ON LWDA

Judge: Hon. David A. Hoffer
Date: March 16, 2026
Time: 1:30 P.M.
Dept.: CX 103

Complaint Filed: January 25, 2023

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LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254

PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 1060 Aviation Blvd., Suite 100, Hermosa Beach, California 90254. My electronic service address is: LindaB@kallaw.com.

On this date hereon, I served a true copy of the following document(s):

1. **1. NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
2. **NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL;**
3. **DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
4. **DECLARATION OF PLAINTIFF JENNIFER LYNN WOODRUFF IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
5. **DECLARATION OF PLAINTIFF GREGORY EDGAR SPENCER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
6. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

By sending a true copy thereof to the address(es) listed below:

California Labor & Workforce Development Agency (CWDA) [LWDA-CM-941560-23]	PAGAinfo@dir.ca.gov

X	**By E-Mail or Electronic Transmission.** I caused the documents to be sent to the persons at the email address(es) listed above in a PDF file, and the transmission appeared to be successful.

On March 18, 2026, I uploaded the aforementioned documents to the LWDA through the State of California, Department of Industrial Relations Website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html. A true and correct copy of the submission confirmation email is attached hereto.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on March 18, 2026, at El Segundo, California, 90245.

Linda Beck

Linda Beck

State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492340	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492341	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492342	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492343	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492344	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	
LWDA-CM-941560-23	Proposed Settlement	03/18/26	AP-6492345	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	

Outlook

LWDA-CM-941560-23; Spencer v. Bel Aire Hospitality; Orange County Superior Court Case No. 30-2023-01304470-CU-OE-CXC

From Linda Beck <lindab@kallaw.com>
Date Wed 3/18/2026 2:37 PM
To Pagainfo@dir.ca.gov <Pagainfo@dir.ca.gov>

6 attachments (9 MB)

Notice of Ruling.pdf; SPENCER V. BEL AIR HOSPITALITY LLC Proposed Order Granting Preliminary Approval.pdf; SIGNED Declaration of Spencer ISO Preliminary Approval.pdf; SIGNED Declaration of Woodruff ISO Preliminary Approval.pdf; Declaration of Atty Kevin Lipeles ISO Preliminary Approval.pdf; SPENCER V. BEL AIR HOSPITALITY LLC MOTION FOR PRELIMINARY APPROVAL.pdf;

Attached please find service copies of:

1. NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;
2. NOTICE OF MOTION AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL;
3. DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;
4. DECLARATION OF PLAINTIFF JENNIFER LYNN WOODRUFF IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;
5. DECLARATION OF PLAINTIFF GREGORY EDGAR SPENCER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;
6. [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Furthermore, I uploaded the aforementioned documents to the LWDA through the State of California, Department of Industrial Relations Website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html.

PLEASE NOTE OUR NEW ADDRESS

Linda Beck
Paralegal
Lipeles Law Group, APC | 1060 Aviation Blvd., Suite 100, Hermosa Beach, California, 90254 | ph: (310) 322-2211 | fax: (310) 322-2252

Exhibit G

Exhibit G

Lipeles Law Group
Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
1060 Aviation Blvd., Ste. 100
Hermosa Beach, CA 90254
Tel: (310) 322-2211
Fax: (310) 322-2252
kevin@kallaw.com; thomas@kallaw.com

Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

GREGORY EDGAR SPENCER, an individual, on his own behalf and on behalf of all others similarly situated; JENNIFER LYNN WOODRUFF, an individual, on her on behalf and on behalf of all others similarly situated,

Plaintiff,

v.

BEL AIRE HOSPITALITY LLC dba MOTEL 6 STANTON, an Arizona limited liability company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01304470-CU-OE-CXC

NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. David A. Hoffer
Date: March 16, 2026
Time: 1:30 P.M.
Dept.: CX 103

Complaint Filed: January 25, 2023

TO ALL PARTIES AND TO THEIR ATTORNEYS:

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You are notified that on March 16, 2026, a Minute Order was entered in the within action, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein.

DATED: March 18, 2026

LIPELES LAW GROUP

____
Kevin A. Lipeles
Thomas H. Schelly
Attorneys for PLAINTIFFS
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

EXHIBIT A –

NOTICE OF RULING

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 03/16/2026 TIME: 01:30:00 PM DEPT: CX103

JUDICIAL OFFICER PRESIDING: David A. Hoffer
CLERK: M. Nevarez
REPORTER/ERM:
BAILIFF/COURT ATTENDANT: M. Brinegar

CASE NO: **30-2023-01304470-CU-OE-CXC** CASE INIT.DATE: 01/25/2023
CASE TITLE: **Spencer vs. Bel Aire Hospitality LLC**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74723474
EVENT TYPE: Motion for Approval of Class Settlement
MOVING PARTY: Jennifer Lynn Woodruff, Gregory Edgar Spencer
CAUSAL DOCUMENT/DATE FILED: Motion - Other for preliminary approval, 12/09/2025

EVENT ID/DOCUMENT ID: 74740419
EVENT TYPE: Status Conference

APPEARANCES
Thomas Schelly, from Lipeles Law Group, APC, present for Plaintiff(s) remotely.
James Bacon, from Landegger Verano & Davis, ALC, present for Defendant(s) remotely.

Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court ADOPTS and CONFIRMS the tentative ruling as follows:

The tentative ruling is to continue Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement to July 6, 2026, at 1:30 p.m.

Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved.

The Class and PAGA Periods are defined as ending on July 22, 2025. However, the escalator clauses in Section 8 of the settlement agreement provides for the option to either increase the settlement amount or change the Class and PAGA Periods such that some of the class members and aggrieved employees might no longer be included in the settlement. This court, however, will not approve a settlement that results in class members and aggrieved employees being told they are in the settlement but later being told they are not included in the settlement. Thus, defendant will have to either rely on or take another look at its estimated number of class members and aggrieved employees or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class and PAGA Periods, rather than just an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice and have the class notice include the adjusted end date and not be sent to non-participants.

The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice or Plaintiffs must provide documentation and support for any request higher than this percentage at the final approval stage.

The allocation of only 20% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required.

Section 7.5.2 of the settlement agreement states that the administrator shall make the final determination as to the authenticity of an opt-out request. The documents should reflect instead that the court will ultimately decide any unresolved dispute regarding the authenticity of an opt-out request.

The settlement agreement and class notice are inconsistent as to who will resolve workweek disputes. Section 7.5.4 of the settlement agreement and Section 4(3) on Page 7 of the class notice state that the Administrator will resolve any workweek disputes. The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such dispute, the court will ultimately decide any unresolved dispute.

The moving papers do not include a copy of the LWDA letter that was sent to the LWDA on March 13, 2023. (Settlement ¶1.33.) The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA.

The PAGA Released Claims include a release of claims that may be outside the claims identified in plaintiff's letter to the LWDA. If plaintiff did not give the LWDA notice and an opportunity to investigate or pursue litigation itself for these violations, they may not be the subject of the release in this case. (See LaCour vs. Marshalls of California, LLC (2023) 94 Cal. App. 5th 1172, 1192-96.) The phrases "the Operative Complaint in the Action," and "and ascertained in the course of the Action" must be removed from Section 5.3 of the settlement agreement, such that the PAGA release states: "All Aggrieved Employees . . . release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims")."

The court will not issue an injunction against the class members, aggrieved employees, or the State of California. Res judicata and collateral estoppel arguments should provide defendant with sufficient protection against facing these same claims again. Section 5.3 of the settlement agreement must be amended to state: "The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims."

The following additional corrections must be made to the class notice:

(1) Class members and aggrieved employees may object to the amount of settlement funds allocated as

PAGA penalties. Therefore, the first column, third row of Page 2 of the class notice should be amended to state “Participating Class Members Can Object to the Class Settlement” and the statement “but not the PAGA Settlement” should be deleted.
(2) Section 8 on Page 9 of the class notice should state the correct department number: CX103.

Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff’s attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff’s declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.

Plaintiffs have not shown that they served the LWDA with the moving papers. Plaintiffs are ordered to give notice of the ruling to the LWDA and Defendant, to serve the LWDA with their original moving papers as well as any new papers filed for future hearings, and to file a proof of service showing such compliance.

Plaintiffs shall provide notice of this ruling to the LWDA and Defendant.

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PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 1060 Aviation Blvd., Suite 100, Hermosa Beach, California 90254. My electronic service address is: LindaB@kallaw.com.

On this date hereon, I served a true copy of the following document(s):

NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

By sending true copies thereof to the address(es) listed below:

Alfred J. Landegger, Esq. Roxana E. Verano, Esq. James M. Bacon, Esq. Sophia Emrana, Esq. Evelyn Zarraga, Esq. LANDEGGER VERANO, ALC 15760 Ventura Boulevard, Suite 1200 Encino, California 91436 Telephone: (818) 986-7561 Facsimile: (818) 986-5147	Attorneys For Defendants, *BEL AIRE HOSPITALITY, LLC. DBA MOTEL 6 STANTON* VIA EMAIL: alfred@landeggeresq.com roxana@landeggeresq.com james@landeggeresq.com evelyn@landeggeresq.com sophia@landeggeresq.com
California Labor & Workforce Development Agency (CWDA)	VIA EMAIL: PAGAinfo@dir.ca.gov

x	**By E-Mail or Electronic Transmission.** I caused the documents to be sent to the persons at the email address(es) listed above in a PDF file, and the transmission appeared to be successful.

On March 18, 2026, I uploaded the **NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** to the LWDA through the State of California, Department of Industrial Relations Website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html. A true and correct copy of the submission confirmation email is attached hereto.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on March 18, 2026, at Hermosa Beach, California, 90254.

Linda Beck

Linda Beck

State of California Department of Industrial Relations

PAGA NOTICE PUBLIC SEARCH

LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
LWDA-CM-941560-23	Other PAGA Document	03/18/26	AP-6492711	Bel Aire Hospitality, LLC	SCOTTSDALE	85260-7260	100	Lipeles Law Group APC		30-2023-01304470-CU-OE-CXC	Gregory Edgar Spencer	Kevin Lipeles	

Outlook

Thank you for your Other Response or Document Submission

From DIR PAGA Unit <no-reply@formassembly.com>
Date Wed 3/18/2026 2:20 PM
To Linda Beck <LindaB@kallaw.com>

03/18/2026 02:20:14 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 1060 Aviation Blvd., Suite 100, Hermosa Beach, California 90254. My electronic service address is: LindaB@kallaw.com.

On this date hereon, I served a true copy of the following document(s):

SUPPLEMENTAL DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

By sending a true copy thereof to the address(es) listed below:

Alfred J. Landegger, Esq. Roxana E. Verano, Esq. James M. Bacon, Esq. Sophia Emrana, Esq. LANDEGGER VERANO, ALC 15760 Ventura Boulevard, Suite 1200 Encino, California 91436 Telephone: (818) 986-7561 Facsimile: (818) 986-5147	Attorneys For Defendants, *BEL AIRE HOSPITALITY, LLC. DBA MOTEL 6 STANTON* VIA EMAIL: alfred@landeggeresq.com roxana@landeggeresq.com james@landeggeresq.com sophia@landeggeresq.com

X	**By E-Mail or Electronic Transmission.** I caused the documents to be sent to the persons at the email address(es) listed above in a PDF file, and the transmission appeared to be successful.

On June 23, 2026, I uploaded the aforementioned document to the LWDA through the State of California, Department of Industrial Relations Website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html. A true and correct copy of the submission confirmation email is attached hereto.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on June 23, 2026, at Hermosa Beach, California, 90254.

Linda Beck

Linda Beck

LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254