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Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

SUPERIOR COURT 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,

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

DECLARATION OF KEVIN LIPELES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENTS

Judge: Hon. David A. Hoffer
Date: December 7, 2026
Time: 1:30 PM
Dept.: CX-103

Complaint Filed: January 25, 2023

DECLARATION OF KEVIN LIPELES

I. INTRODUCTION

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. I have no knowledge of the existence of any conflict of interest between me and my firm and Plaintiffs, on the one hand, and any Class Member, on the other hand.

II. ATTORNEY EXPERIENCE

4. I received my J.D. from Loyola Law School in Los Angeles, where I served as class representative for 2 years. In addition, I served on the Dean's List, graduating in the top 30% of my class. While in law school, I served as an extern to the Loyola Law School Center for Conflict Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

5. I was admitted to the California Bar on November 21, 2006.

6. I am also admitted to practice law in the Central District of California and the Ninth Circuit Court of Appeals.

7. I am the founder of LLG. I opened my own law firm straight out of law school starting with just a computer. LLG has now grown into a full-service litigation law firm representing both plaintiffs and defendants with over 150 active cases, including cases in California Superior Court, Central District Court and the California Court of Appeals. The overwhelming majority of our cases involve employment wage and hour actions. In addition, my firm is or has been counsel or co-counsel in many employment-related class action lawsuits.

8. The overwhelming majority of our cases involve employment/wage and hour lawsuits. In addition, my firm is or has been counsel or co-counsel in many employment-related

class action lawsuits. California courts have certified classes in cases similar to the present Class in which Plaintiff's Counsel and our firm was appointed Class Counsel. S*ee e.g., Canseco v. Pampanga Food Company, Inc*., Orange County Superior Court, Case No. 30-2016-00852698-CU-OE-CXC, February 13, 2019, (granting final approval in a rest break class action and approving me as adequate and competent class counsel); *Bernstein v. Alice and Olivia California Holdings, LLC., et al.*, Los Angeles Superior Court Case No. BC 661262, December 17, 2019, (granting final approval in an overtime and meal/rest break class action and approving me as adequate and competent class counsel); *Lagunas v. Impact Logistics, Inc. et al*., San Bernardino Superior Court Case No. CIVSD1815249, September 10, 2020, (granting final approval in an overtime, meal/rest break class action and approving me as adequate and competent class counsel); *Marroquin v. Food Castle, Inc*. *et al*., Los Angeles Superior Court Case No. 21STCV22582, August 16, 2023 (granting final approval in an overtime, minimum wage and rest break class action and approving me as adequate and competent class counsel); *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-CU-OE-VTA, August 20, 2024 (granting final approval in a wage and hour class action); *Lopez v. Vo Medical Center et al.,* Imperial County Superior Court Case No. ECU002625, September 30, 2024 (granting final approval in a wage and hour class action); *Dickson v. Berkeley Therapy Institute*, *Inc*. Alameda Superior Court, Case No. 23CV036358, March 11, 2026 (granting final approval in a wage and hour class action); *Wilson v. People Assisting the Homeless*, Los Angeles Superior Court, Case No. 24STCV17152, May 5, 2026 (granting preliminary approval in a wage and hour class action); *Mack v. G Logistics*, Contra Costa Superior Court, Case No. C24-01900, May 19, 2026 (granting preliminary approval in a wage and hour class action); *Dinh v. Ampex Data Systems,* Alameda Superior Court*,* Case No. 24CV084864, June 16, 2026 (granting preliminary approval in a wage and hour class action); *Davila v. West Coast Tanning dba Palm Beach Tan*, Riverside County Superior Court, Case No. CVR12404266, July 1, 2026 (granting PAGA approval in a wage and hour action); *Spencer v. Bel Aire Hospitality LLC*, Orange County Superior Court, Case No. 30-2023-01304470-CU-OE-CXC, July 6, 2026, (granting preliminary approval in a wage and hour class action); *Newsome v. X Mars et al.*, Kern County Superior

Court, Case No. BCV-23-102842, July 9, 2026 (granting preliminary approval in a wage and hour class action); *Martin v. Fred Brown's Recovery Services, Inc*., Los Angeles Superior Court, Case No. 24STCV09746, July 21, 2026 (granting preliminary approval in a wage and hour class action); *Michael v. Point Quest Inc.*, Los Angeles Superior Court, Case No. 24CV016886, July 31, 2026 (granting final approval in wage and hour class action); *Love v. Group M*, Los Angeles Superior Court, Case No. 24STCV29436, July 28, 2026 (granting preliminary approval in a wage and hour class action); *Phillips v. C & K Market, Inc*., Northern District of California Case No. 25-cv-01868-EMC, August 14, 2026 (granting final approval in a wage and hour class action); *Palomo v. JA Holdings, Inc. dba Valley Haven*, Santa Cruz Superior Court, Case No. 23CV02655, September 1, 2026 (granting preliminary approval in a wage and hour class action); *Bethune v. Valley Light Center for Social Advancement*, Los Angeles Superior Court, Case No. 24STCV29269, September 23, 2026 (granting final approval in a wage and hour class action); *Rose v. Scarborough Lumber and Building Supply, Inc. dba Ace Hardware, et al*., Santa Clara Superior Court, Case No. 24CV02298, September 24, 2026 (granting final approval in a wage and hour class action); *Sumner v. The Information and Referral Federation of Los Angeles County*, Los Angeles Superior Court, Case No. 25STCV12754, September 24, 2026 (granting preliminary approval in a wage and hour case); *Orozco .v 6th Street Cooling*, Imperial Superior Court, Case No. ECU003752, October 29, 2026 (granting final approval in a wage and hour class action).

9. Prior to founding LLG, I managed several retail businesses, including a high-end jewelry business and full-service restaurant that employed more than 25 people. In addition, I have represented and managed professional prize fighters, working to secure boxers high profile and world championship fights. I am also fluent in Spanish.

10. My law firm's website, found at http://www.kallaw.com, provides additional information regarding LLG.

III. RELEVANT FACTS AND SETTLEMENT

11. Prior to filing the Complaint, Plaintiffs' Counsel conducted an initial investigation

of the facts and the law, and contacted potential witnesses at Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton, ("Defendant"), in California. I comprehensively investigated the applicable law as applied to the facts discovered, regarding the suitability of the action for class treatment, the claims of Plaintiffs, and the damages claimed by Plaintiffs. These witnesses corroborated the class-wide claims in Plaintiffs' complaint and supported my belief that Plaintiffs were typical non-exempt hourly-paid employees and as such were subject to the same policies and procedures that gave rise to the claims of the Class.

12. On January 25, 2023, Plaintiff Gregory Edgar Spencer commenced this Action (Case No. 30-2023-01304470-CU-OE-CXC) by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Premium Overtime/Double Time Wages Due (Cal. Labor Code §§ 510, 1198); (2) Failure to Pay Minimum Wages (Cal. Labor Code §§1194, 1194.2, 1197, 1197.1, 1198); (3) Failure to Provide Timely Off Duty Meal Periods Cal. Labor Code §§ 226.7, 512); (4) Failure to Provide Rest Periods (Cal. Labor Code§ 226.7); (5) Failure to Maintain Records and Provide Accurate Itemized Wage Statements (Cal. Labor Code §226); (6) Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201-203); (7) Failure to Provide Uniform and Maintenance Allowance (Cal. Labor Code §2802); (8) Failure to Allow Inspection of Employment Records (Cal. Labor Code §1198.5); and (9) Unfair Competition (Cal. Bus. & Prof. Code §§ 17200 *et seq.*).

13. On April 8, 2024, Plaintiff Gregory Edgar Spencer filed a First Amended Complaint adding Jennifer Woodruff as a named plaintiff and alleging a claim for civil penalties pursuant to the Private Attorneys General Act (PAGA) (Cal. Labor Code §§2699 *et seq.*).

14. Once the Action was filed, the Parties conducted extensive informal discovery, investigation and arm's-length negotiations. Since approximately December 2022, I have conducted a thorough investigation into the facts of this putative class action. The Parties exchanged and analyzed voluminous pages of documents and Plaintiffs reviewed many pages of documents. Information and data exchanges included Plaintiffs' payroll and timekeeping records, employee statements, Class lists showing rates of pay and estimated Class workweeks and PAGA Pay Periods. The parties agreed to participate in the cost-effective alternative of settlement.

15. The informal discovery process culminated in a mediation scheduled for May 22, 2025. In preparing for the mediation, I reviewed various information and data produced by Defendant, including*, inter alia*,: (1) detailed examination and analysis of a random sampling of approximately 20% of the payroll and time records for the Class Members; (2) review of relevant data regarding the size of the putative class; (3) detailed examination of data related to Defendant's PAGA exposure; and (4) research with respect to the applicable law and the potential defenses thereto.

16. Prior to the settlement meeting, I made calculations based on an assumed violation rate of 100% for all claims asserted in the Complaint, with the exception of meal break violations which were based on the actual data and meal break interruptions for which Plaintiffs assumed a 30% violation rate. Negotiations at the mediation were hotly contested. At the settlement meeting, Defendant made the following arguments in their defense for which substantial "deductions" were thought to be appropriate by Plaintiffs' counsel and were applied to the maximum liability amount. Defendant contended that it is their policy and practice to pay all wages for all time worked and that pursuant to their written policies employees were not allowed to engage in off the clock work. Further, Defendant maintained that they instructed employees to record all time worked. Defendant argued that its timekeeping system records to the minute and there was therefore no rounding of hours.

17. Further, Defendant adamantly contended that it implemented a policy for when nonexempt employees were to take meal/rest breaks. Defendant maintained that it provided its non-exempt employees with legally-compliant meal/rest periods. Defendant argued that they have no obligation to ensure that meal/rest breaks are taken. Further, Defendant maintained that individual issues predominate and that courts routinely decline to certify meal/rest break classes.

18. Additionally, Defendant contended that the uniforms are standard clothing that could be laundered at home and therefore did not require special maintenance such as dry cleaning.

19. Despite Defendant's contentions, I believed that Defendant's overtime/double time, minimum wages, meal/rest break and uniform reimbursement policies and practices, violated their

employees' rights to proper wage compensation, meal/rest breaks and reimbursement.

20. From the data received from Defendant, Plaintiff constructed a damages model based on Defendant's exposure. According to Plaintiff's model, Defendants' maximum exposure, excluding potential PAGA penalties and interest, amounted to approximately $2,073,059.00.

21. Additionally, the parties considered interest and PAGA penalties on the foregoing numbers.

22. The $150,000.00 proposed settlement amount represents a compromise of Defendant's liability risk.

23. Class Counsel has adequately analyzed the strengths of the case for Plaintiffs on the merits, balanced against the amount offered in settlement and the presumption of fairness applies. Moreover, Plaintiffs recovered a Gross Settlement Amount ("GSA") of $150,000, amounting to 7.2% of the estimated overtime/double time, minimum wages, meal/rest break premium pay, uniform maintenance allowance and penalties that should have been afforded to members of the Class, exclusive of interest, PAGA penalties and attorneys' fees.[1]

24. On May 22, 2025, the parties virtually attended an all-day mediation with mediator Gig Kyriacou, Esq. ("Mr. Kyriacou"). Defense counsel and I selected Mr. Kyriacou as mediator based upon his experience in mediating wage and hour class action lawsuits. Thomas Schelly, Esq. and I, attended on behalf of Plaintiffs. Attorneys Alfred J. Landegger, Evelyn Zarraga[2] and James Bacon, Esq. of Landegger Davis, ALC, attended on behalf of Defendant. Plaintiffs also remotely attended the mediation. *See* Declaration of Gregory Edgar Spencer ("Spencer Decl."), ¶10; Declaration of Jennifer Lynn Woodruff ("Woodruff Decl.") ¶6.

25. Discussion focused on the many disputed legal and factual issues. Counsel for both Parties analyzed the data provided by Defendant to estimate potential damages in the litigation. Arm's-length negotiations were conducted in good faith. The negotiations were lengthy and hard-fought. The parties were able to reach a resolution at that time.

[1] Calculated as follows: $150,000.00 GSA/ $2,073,059.00 Maximum Damages = 7.2%.
[2] Evelyn Zarraga no longer works at Landegger Davis ALC.

26. With Mr. Kyriacou's help, we negotiated a class-wide resolution at the mediation. After a full day of negotiations, the parties agreed to settle for $150,000.00 with **no reversion** to Defendant of any settlement monies remaining after all Participating Class Members are paid.

27. The Parties negotiated a long-form agreement for many months before executing the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") in September 2025. Thereafter, in June 2026, the Parties executed Amendment No. 1 to the Settlement Agreement.

28. Ultimately, the Parties agreed to settle for the GSA of $150,000.00 with **no reversion** to Defendant of any settlement monies remaining after all Settlement Class Members are paid. Class Counsel believes the Settlement is a fair and adequate amount given the litigation risks and delays inherent in further litigation and appeals. Current and former employees were not required to submit a claim form and were treated as part of the Class, unless they requested exclusion from the Class.

29. After a settlement was reached, Class Counsel was responsible for drafting, revising, finalizing, and filing with the Court on December 9, 2025, the following documents: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support of Preliminary Approval of Class Action Settlement; the Class Action Settlement Agreement, the Class Notice, and the [Proposed] Order Granting Preliminary Approval of Class Action. On June 23, 2026, Class Counsel was responsible for drafting, revising, finalizing and filing with the Court supplemental preliminary approval papers.

30. Further, Class Counsel was responsible for drafting, revising, finalizing and filing with the Court on or before November 12, 2026, Plaintiffs' Motion for Final Approval, Attorneys' Fees, Costs and Class Representative Payment and all supporting documents and Plaintiffs' Motion In Support of Approval of Plaintiffs' Counsel's Fees and Costs.

IV. FAIRNESS AND ADEQUACY OF THE SETTLEMENT

31. The proposed settlement here is fair to the Class. Class Counsel diligently, efficiently, and creatively pursued this case to a successful settlement for the benefit of the entire class. Since

the filing of the Complaint in January 2023, Plaintiffs' counsel has conducted a comprehensive investigation and has reviewed voluminous documentary evidence relating to Defendant's overtime/double time, meal/rest break, uniform maintenance allowance policies and practices. Plaintiffs' counsel has also participated in extensive informal discovery and meeting and conferring regarding negotiations. Moreover, Plaintiffs attended via phone an all-day mediation with mediator Mr. Kyriacou. Thus, Class Counsel negotiated the proposed Settlement with ample knowledge of the strengths and weaknesses of this case, the amounts necessary to compensate Class Members for their damages, and the benefits of the proposed Settlement under the circumstances of this case. In addition, Class Counsel and Defense counsel, are experienced class action litigation and employment attorneys, and have used their experience and expertise in fashioning a proposed Settlement that is acceptable to both parties.

32. The Settlement commits Defendant to pay a total of $150,000.00, of which approximately $54,792.25 will go to compensate the Class Members for their damages, with no reversion to Defendant of any settlement monies remaining after all Settlement Class Members are paid. Class Counsel believes the Settlement is a fair and adequate amount given the litigation risks and delays inherent in further litigation and appeals. In total, 160 Settlement Class Members claim 100% of the NSA. Accordingly, 160 Settlement Class Members will ultimately share $54,792.25 with an average settlement award of $342.45 going to the Settlement Class Members. Importantly, there were no objections, and no exclusion requests.

33. No claim forms needed to be submitted by current or former employees who were mailed the Class Notice, because under the Settlement Agreement, all employees are automatically opted in, unless they request exclusion.

34. I have negotiated and am familiar with the results of numerous class action settlements in wage and hour cases. I believe the Settlement is a fair and adequate amount given the litigation risks and delays inherent in further litigation and appeals.

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V. ATTORNEYS' FEES AND COSTS

35. My firm agreed to represent Plaintiffs in this class action solely on a contingency fee basis. There was no guarantee that I would recoup their fees or costs, and I have not received any payment for my time or expenses, which I began incurring in 2023, and for which I will not be paid until after the settlement and this request for fees is given final approval by the Court. Class Counsel is concurrently filing a Motion for Approval of Class Counsels' Fees and Costs along with this supporting declaration.

36. The proposed Settlement provides that Plaintiffs will request, and Defendant will not oppose, an award to Class Counsel in an amount not to exceed $50,000.00 for the Class Counsel Fees Payment (one-third of the GSA), $21,207.75 in Class Counsel's costs, Class Representative Service Payments of $2,500 to each Class Representative ($5,000 total) in recognition of their time, effort, and risk as Class Representatives, a PAGA penalty to the LWDA in the amount of $9,000 (plus $3,000 to the Aggrieved Employees for a total of $12,000) and approximately $7,000 in Administration Expenses. The foregoing awards amount to $92,207.75 and Plaintiffs therefore request that the Court approve a total deduction of $92,207.75 from the $150,000.00 GSA. Viewing the participation, service and risk payment as an additional cost of litigation, in combination with the allocation for attorneys' fees, expenses and costs, this total deduction of $92,207.75 is within the range of attorneys' fees, expenses and costs awarded in similar cases.

37. The entire NSA will be distributed to Settlement Class Members and no portion of the settlement fund will revert to Defendant. The Administrator reports that there are 160 Participating Class Members who will receive pro rata based on their number of Workweeks as a percentage of the total number of all class members' Workweeks. 100% of the NSA of $54,792.25 will be distributed (since the settlement is non-reversionary), which amounts, at the current claim level, to an average settlement award of approximately $342.45 for each of the 160 Participating Class Members. There have been no objections to the settlement and no requests for exclusion from the settlement class.

38. This is an objectively excellent result and compares very favorably with other similar class action settlements. *See, e.g., Badami v. Grassroots Campaigns, Inc*., Case No. C07-03465 JSW (N.D. Cal. Sept. 15, 2008) (average net recovery of approximately $195); *Sandoval v. Nissho of Cal., Inc*., Case No. 37-2009-00091861 (San Diego County Super. Ct. Dec. 3, 2010) (average net recovery of approximately $145); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct. Sept. 29, 2006) (average net recovery of approximately $120); *Contreras v. United Food Group, LLC.*, Case No. BC389253 (LA. County Super. Ct. Sept. 10, 2009) (average net recovery of approximately $120); *Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct.) (average net recovery of approximately $105); *Ressler v. Federated Department Stores, Inc*., Case No. BC335018 (L.A. County Super. Ct. Jan. 27, 2009) (average net recovery of approximately $90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct) (average net recovery of approximately $80); *Doty v. Costco Wholesale Corp*., Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately $65); *Sorenson v. PetSmart, Inc*., Case No. 2:06-CV-02674-JAM-DAD (ED. Cal. Dec. 17, 2008) (average net recovery of approximately $60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately $35); and *Gomez v. Amadeus Salon, Inc*., Case No. BC392297 (L.A. County Super. Ct. July 23, 2010) (average net recovery of approximately $20).

39. Moreover, if it becomes necessary to litigate this matter further, my firm has the financial resources and is prepared to devote whatever time and effort are required to zealously advocate on behalf of Plaintiffs and the Settlement Class. Significantly, the Retainer Agreement in this case provides for fees up to 35% of the amount obtained.

40. As Plaintiffs' Counsel on this case, I directed the work of the time keepers on this case, and have examined their time records on this case, and I am familiar with their work on this case and their current billing rates. The hourly rates of the primary timekeepers have been previously approved by other federal and state courts as being reasonable and appropriate Altogether, I have

spent approximately 20.7 hours in connection with this case, including my anticipated appearance at the final approval hearing. This includes sending and receiving numerous email messages with defense counsel's office, comprehensive review of Defendant's documents, extensive meeting and conferring regarding the documents for Defendant to produce and how to construe them, virtually attending the mediation, extensive settlement negotiations, and communications with the settlement administrator regarding the administration process. I also supervised the drafting and editing of Plaintiffs' Motion for Order Granting Preliminarily Approving Class Action Settlement, Plaintiffs' Supplemental Motion for Order Granting Preliminary Approval of Class Action Settlement, Plaintiffs' Motion for Order Granting Final Approval of Class Action Settlement and Plaintiffs' Motion In Support of Approval of Plaintiffs' Counsel's Fees and Costs. My 2026 billing rate is $850.00. The regular rate that I have charged for my services in this litigation is reasonable and justified given my over 20 years of experience and exclusive practice in the area of employment law. The rates set forth herein for me and my staff have been approved by other state and federal courts in California.

41. Thomas Schelly, Esq. has been a litigator for over 20 years. The overwhelming majority of his cases involve employment/wage and hour lawsuits. In addition, he has been approved as Class Counsel in many employment-related class action lawsuits. Mr. Schelly is a partner at LLG. Mr. Schelly's billing rate is $850.00 per hour. Mr. Schelly has spent 21.7 hours in connection with this Action. Among other things, Mr. Schelly prepared the Mediation Brief and Plaintiffs for mediation, analyzed documents in preparation for mediation and attended the mediation, among other tasks.

42. Jala Amsellem, Esq., has been a litigator for over 40 years. Ms. Amsellem has been litigating wage and hour class actions for over 15 years. In her prior position, Ms. Amsellem was Of Counsel at Glancy, Prongay Wolke & Rotter, LLP ("GPWR") (formerly Glancy, Binkow & Goldberg, LLP). GPWR is a renowned securities class action firm. At GPWR Ms. Amsellem litigated complex national consumer class actions. Prior thereto, Ms. Amsellem practiced civil litigation as

well as taught and directed legal writing at various law schools throughout the nation. Ms. Amsellem is Of Counsel to LLG and her billing rate is $850.00 per hour. Ms. Amsellem spent 61.5 hours in connection with this Action. Ms. Amsellem drafted the Class Action Complaint, drafted all documents supporting Plaintiffs' Motion for Preliminary Approval, Supplemental Motion for Preliminary Approval, Motion for Order Granting Final Approval of Class Action Settlement and Plaintiffs' Motion in Support of Approval of Plaintiffs' Counsel's Fees and Costs.

43. Todd Vollucci is an attorney and paralegal at LLG. He has been a practicing attorney for over 25 years. He is a licensed tax practitioner. Mr. Vollucci's attorney billing rate is $850.00 per hour and his paralegal rate is $300.00. Mr. Vollucci spent 1.9 attorney hours preparing correspondence for the LWDA.

44. Sammy Scherr, Esq. has been practicing employment law for over 10 years. Mr. Scherr's attorney billing rate is $650.00 per hour. Mr. Scherr spent 1.5 hours appearing at a case management conference. Although he is no longer working at LLG, his position was Senior Litigator.

45. Jasmine Badawi, Esq. has been practicing law for the past 5 years. Her former position at LLG was Senior Litigator. Ms. Badawi's attorney rate is $650.00 per hour. Ms. Badawi spent 1.5 hours appearing at a status conference.

46. Tina Adbolhosseini, Esq. has been a practicing attorney for 9 years. Ms. Adbolhosseini's attorney rate is $650.00 per hour. Ms. Adbolhosseini spent 1.8 hours appearing at the initial status conference.

47. Loryt Salcedo is a paralegal at LLG. Ms. Salcedo's paralegal rate is $300.00 per hour. Ms. Salcedo assisted with the drafting and filing of various documents.

48. Linda Beck is a paralegal at LLG. Ms. Beck's paralegal rate is $300.00 per hour. Ms. Beck corresponded with Defense Counsel on various issues and assisted with the filing of the Motion for Preliminary Approval and Motion for Final Approval.

49. The hours, hourly rates and general tasks of attorneys and paralegals to date are set

forth in the following table:

Attorney/ Paralegal	Hourly Rate	Total Hours	Total Lodestar	Tasks
Kevin Lipeles, Esq.	$850.00	20.7	$17,595.00	Initial client meeting and intake: 2.1 hours Review and analysis of client documents: 0.8 hours Attend mediation: 7.0 hours Multiple correspondence with Opposing Counsel: 3.1 hours Multiple correspondence with client: 5.7 hours Anticipated preparation for and attendance at Final Approval Hearing: 2.0 hours
Thomas Schelly, Esq.	$850.00	21.7	$18,445.00	Draft Initial Status Conference Statement: 0.8 hours Draft 5 Joint Status Reports: 4.0 hours Prepare Mediation Brief and prepare client for mediation: 8.6 hours Analyze document production in preparation for mediation: 2.8 hours Attend mediation: 7.0 hours Prepare for and attend hearing on Motion for Preliminary Approval: 1.5 hours
Jala Amsellem, Esq.	$850.00	61.5	$52,275.00	Review intake, legal research and preparation and revision of Complaint: 2.2 hours Research and Draft First

				Amended Complaint: 0.3 hours Review and respond to various emails and send emails: 2.5 hours Review Stipulation and comment/redline thereon: 2.8 hours Prepare, review and revise preliminary approval papers: 17.5 hours Review email from paralegal and status conference report: 0.2 hours Emails concerning preliminary approval hearing, review minute order, call with Defense Counsel, prepare supplemental preliminary approval papers: 6.8 hours Emails relating to preliminary approval tentative ruling, review ruling, notice of ruling: 0.7 hours Emails to and from administrator regarding timeline: 0.9 hours Review weekly reports: 0.7 hours Prepare final approval papers, and lodestar data, emails relating to final approval: 26.9
Todd Vollucci, Esq.	$850.00	1.9	$1,615.00	Prepare, edit and revise correspondence to LWDA: 1.9 hours

Sammy Scherr, Esq.	$650.00	1.5	$975.00	Appear at Case Management Conference: 1.5 hours
Tina Adbolhosseini, Esq.	$650.00	1.8	$1,170.00	Appear at Initial Status Conference: 1.8 hours
Jasmine Badawi, Esq.	$650.00	1.5	$975.00	Appear at Status Conference: 1.5 hours
Loryt Salcedo, paralegal	$300.00	4.2	$1,260.00	Input all facts and indexing information for Plaintiff into database: 2.0 hours Finalize and file Initial Conference Statement: 0.5 hours Draft and file Notice of Continued Status Conference: 0.6 hours Draft Stipulation/Proposed Order re FAC: 0.8 hours Draft Notice and Acknowledgment of Receipt re FAC: 0.3 hours
Linda Beck, paralegal	$300.00	5.7	$1,710.00	Multiple correspondence with Defense Counsel regarding Settlement Agreement and Motion for Preliminary Approval: 0.9 hours Multiple correspondence with Plaintiffs regarding Settlement Agreement and Declarations in support of Preliminary Approval and filing thereof: 1.0 hours Multiple correspondence with administrator re administration: 1.5 hours Multiple correspondence and

				filing with LWDA re PAGA claim: 1.0 hours Review file regarding attorneys' fees re lodestar: 0.8 hours Finalize and file final approval papers: 0.5 hours
	Total	**120.5**	**$96,020.00**	

50. My firm does not have a fee-splitting arrangement with any other counsel.

51. On a lodestar basis, my firm's attorneys' fees amount to $96,020.00. Class Counsel is seeking to recover only a fractional amount of 52.1% of their combined actual lodestar expended.[3]

52. Attached hereto as **Exhibit A** are the time records relating to this Action.

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53. In addition, my firm has incurred approximately $21,207.75 in costs in connection with this case. Attached hereto as **Exhibit B** is a true and correct chart of all my firm's itemized costs incurred in this case. Class Counsel's costs of $21,207.75 through final approval are documented, necessarily incurred and eminently reasonable.

VI. CLASS REPRESENTATIVE SERVICE PAYMENTS

54. The following factors support the approval of the incentive awards requested here for the Class Representatives. First, the requested payment of $2,500 for each the Class Representatives ($5,000 total) constitutes only 3.3% of the Gross Settlement Amount. Second, the Class Representatives spent a tremendous amount of time, between 25-35 hours, providing invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the Class Complaint; providing and explaining documents corroborating their allegations to Class Counsel; reviewing the Complaint and other pleadings filed with the Court by

[3] Calculated as follows: $50,000/96,020=52.1%.

Plaintiffs and Defendant; providing crucial information at settlement negotiations to rebut Defendant's arguments; remotely attending the all-day mediation; and participating in multiple conference calls and phone calls to discuss litigation and settlement strategy. The Class Representatives have been actively involved in this litigation and have proven themselves to be invaluable resources of information throughout this litigation. Third, the requested $2,500 service payment to each of the Class Representatives falls well within the range of incentive awards typically awarded to class representatives in similar actions. *See, e.g., Nickeson II v. Pacific Distributing, Inc*., Fresno County Superior Court Case No. 15CECG00314, (April 22, 2016) (awarding a $15,000 enhancement award); *Wilkinson v. Halo Resorts*, San Bernardino County Superior Court Case No. CIV DS 1114158, 2016 WL 3208776 (February 23, 2016) (awarding two $20,000 enhancement awards to each representative plaintiff); *Alvidrez v. Unifirst Corp*., San Bernardino County Superior Court, Case No. CIVRS1308105, 2016 WL 3459602 (Feb. 4, 2016) (awarding two $25,000 enhancement payments to each representative plaintiff); *East v. Comprehensive Educational Services, Inc*., Fresno County Superior Court Case No. 11CECG04226, 2015 WL 10663192 (November 5, 2015) (approving a service award of $15,000 where Plaintiff was not deposed, and there was no formal discovery); *Pavel v. ABC*, Ventura County Superior Court, 2014 WL 4488848 (August 7, 2014) (awarding a $20,000 enhancement payment); *Burgeson v. Raymond Handling Solutions, Inc.,* Ventura County Superior Court Case No. 56-2012-00413654-cv-OE-VTA, 2013 WL 4792935 (July 29, 2013) (awarding a $15,000 enhancement); *Kenemixay v. Nordstrom, Inc*., Los Angeles County Superior Court Case No. BC318850, 2005 WL 6011575 (December 20, 2005) (awarding $15,000 enhancement); *Ross v. US Bank Nat'l Ass'n*, No. C 07–02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29, 2010 (approving $20,000 service award to class representative); *Garner v. State Farm Mut. Auto. Ins. Co*., No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. 2010) ("Numerous courts in the Ninth Circuit … have approved incentive awards of $20,000 or more where, as here, the class representative has demonstrated a strong commitment to the class"); *West v. Circle K Stores, Inc*., NO. CIV. S-04-0438 WBS GGH, 2006 U.S. Dist. LEXIS 76558, at *28 (E.D. Cal. Oct. 19, 2006) ("the court finds plaintiffs' enhancement payments of $15,000 each to be

reasonable."); *Glass v. UBS Fin. Servs*., No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, at *52 (N.D. Cal. Jan. 26, 2007) (finding "requested payment of $ 25,000 to each of the named plaintiffs is appropriate" in wage and hour settlement); *Louie v. Kaiser Found. Health Plan, Inc*., Case No. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving "$25,000 incentive award for each Class Representative" in wage an hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co*., No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22, 2010) ("Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of $20,000 or more where, as here, the class representative has demonstrated a strong commitment to the class").

55. I believe the requested Class Representative Service Payments of $2,500 to each of the Named Plaintiffs ($5,000.00 total) are reasonable and well within precedent for Final Approval. Moreover, no Class member objected to the proposed Class Representative Service Payments.

56. The $50,000 Class Counsel Fees Payment (one-third), $21,207.75 for the Class Counsel Litigation Expenses Payment, $7,000.00 expense from the $150,000.00 GSA for the Administration Expense Payment, the $9,000 LWDA PAGA Payment to the LWDA (plus $3,000 which will go to the Aggrieved Employees) as well as $5,000 ($2,500 each) for the Class Representative Enhancement Payments, are within the range of attorneys' fees, litigation expenses, service payments, and administration expenses awarded in similar cases.

14. On March 13, 2023, my office, on behalf of Plaintiff Spencer, transmitted letters to the California Labor & Workforce Development Agency ("LWDA") and Defendant, setting forth the facts and theories of the violations alleged against Defendant. A true and correct copy of the March 13, 2023 letter to the LWDA is attached hereto as **Exhibit C.**

15. On October 20, 2025, my office, on behalf of Plaintiffs, transmitted letters to the LWDA and Defendant, setting forth the facts and theories of the violations alleged against Defendant. A true and correct copy of the October 20, 2025 letter to the LWDA is attached hereto as **Exhibit D.**

16. On November 12, 2026, my office uploaded the proposed Settlement Agreement and these accompanying approval 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 as **Exhibit E.**

57. Class Counsel requests that the final accounting hearing be scheduled between October 4, 2027 and November 1, 2027.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 12, 2026, in Hermosa Beach, California.

KEVIN A. LIPELES

Exhibit A

Exhibit A

LIPELES LAW GROUP, APC – ATTORNEYS' FEE BILL
SPENCER ET AL. V. BEL AIR HOSPITALITY LLC DBA MOTEL 6 STANTON

1. **Initial client meeting and perform intake with Plaintiff:**

   Kevin A. Lipeles – 2.1 hours at attorney rate

2. **Review and analyze documents produced by client**:

   Kevin A. Lipeles – 0.8 hours at attorney rate

3. **Input all facts and indexing information for Plaintiff into database:**

   Loryt Salcedo – 2.0 hours at paralegal rate

4. **Prepare, edit, and revise, correspondence to LWDA regarding PAGA requirements:**

   Todd Vollucci – 1.9 hours at attorney rate

5. **Legal research, review and analyze facts, and prepare Complaint:**

   Jala Amsellem – 2.2 hours at attorney rate

6. **Research and draft First Amended Complaint:**

   Jala Amsellem – 0.3 hours at attorney rate

7. **Review and respond to various emails and send emails:**

   Jala Amsellem – 2.5 hours at attorney rate

8. **Draft Initial Status Conference Statement:**

   Thomas H. Schelly – 0.8 hours at attorney rate

9. **Prepare in Final Form and File Initial Status Conference Statement:**

   Loryt Salcedo – 0.5 hours at paralegal rate

10. **Draft and file Notice of Continued Status Conference/OSC:**

    Loryt Salcedo – 0.6 hours at paralegal rate

11. **Draft Joint Status Reports (5):**

    Thomas H. Schelly – 4.0 hours at attorney rate

12. **Draft Stipulation / Proposed Order re: First Amended Complaint:**

    Loryt Salcedo – 0.8 hours at paralegal rate

13. **Draft Notice & Acknowledgment of Receipt re: First Amended Complaint:**

Loryt Salcedo – 0.3 hours at paralegal rate

14. **Appear for Initial Status Conference:**

Tina Adbolhosseini – 1.8 hours at attorney rate

15. **Appear at Case Management Conference:**

Sammy Scherr – 1.5 hours at attorney rate

16. **Appear at Status Conference:**

Jasmine Badawi – 1.5 hours at attorney rate

17. **Prepare Confidential Mediation Brief and prepare client:**

Thomas H. Schelly – 8.6 hours at attorney rate

18. **Analyze document production in preparation for Mediation:**

Thomas H. Schelly – 2.8 hours at attorney rate

19. **Attend Private Mediation:**

Kevin Lipeles – 7.0 hours at attorney rate

20. **Attend Private Mediation:**

Thomas H. Schelly – 7.0 hours at attorney time.

21. **Review and Redline Settlement Agreement:**

Jala Amsellem – 2.8 hours at attorney rate

22. **Prepare, review and revise Motion for Preliminary Approval:**

Jala Amsellem – 17.5 hours at attorney rate

23. **Review email from paralegal and status conference report**:

Jala Amsellem – 0.2 hours at attorney rate

24. **Prepare for and Attend hearing on Motion for Preliminary Approval:**

Thomas H. Schelly – 1.5 hours at attorney rate

25. **Emails concerning preliminary approval hearing, review minute order, call with Defense Counsel, prepare supplemental preliminary approval papers:**

Jala Amsellem – 6.8 hours at attorney rate

26. **Emails relating to preliminary approval tentative ruling, review ruling, notice of ruling:**

Jala Amsellem – 0.7 hours at attorney rate

27. **Emails to and from administrator regarding timeline:**

Jala Amsellem – 0.9 hours at attorney rate

28. **Review weekly reports from administrator:**

Jala Amsellem – 0.7 hours at attorney rate

29. **Draft Motion For Final Approval and prepare lodestar data, emails relating to final approval:**

Jala Amsellem – 26.9 hours at attorney rate

30. **Multiple correspondence with opposing counsel re case:**

Kevin A. Lipeles – 3.1 hours at attorney rate

31. **Multiple correspondence with clients re case and settlement:**

Kevin A. Lipeles – 5.7 hours at attorney rate

32. **Multiple correspondence with clients re Settlement Agreement and Declarations in support of Motion for Preliminary Approval:**

Linda Beck – 1.0 hours at paralegal rate

33. **Multiple correspondence with opposing counsel re Settlement Agreement, Motion for Preliminary Approval:**

Linda Beck – 0.9 hours at paralegal rate

34. **Multiple correspondence with Administrator re Administration:**

Linda Beck – 1.5 hours at paralegal rate

35. **Multiple correspondence and filings with LWDA re: PAGA claim:**

Linda Beck – 1.0 hours at paralegal rate

36. **Review file and prepare Attorneys' Fee Bill:**

Linda Beck – 0.8 hours at paralegal rate

37. **Anticipated preparation for and attendance at final approval hearing:**

Kevin Lipeles – 2.0 hours at attorney rate

Kevin Lipeles: 20.7 hours of attorney time at $850 = $17,595.00

Todd Vollucci: 1.9 hours of attorney time at $850 = $1,650.00

Loryt Salcedo: 4.2 hours of paralegal time at $300 = $1,260.00

Thomas H. Schelly: 21.7 hours of attorney time at $850 = $18,445.00

Tina Adbolhosseini: 1.8 hours of attorney time at $650 = $1,170.00

Sammy Scherr: 1.5 hours of attorney time at $650 = $975.00

Jasmine Badawi: 1.5 hours of attorney time at $650 = $975.00

Jala Amsellem: 61.5 hours of attorney time at $850 = $52,275.00

Linda Beck: 5.7 hours of paralegal time at $300 = $1,710.00

Total: $96,020.00

Exhibit B

Exhibit B

Expense List

Date	Type	Matter No	User	Description	Invoice Status	Payee/Vendor	Account	Billable	Amount
10/6/2026	Soft Cost	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Filing Fee for final approval motions	Not Invoiced			Yes	$65.00
7/23/2026	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$16.25
7/7/2026	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$16.25
4/8/2026	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$16.25
3/20/2026	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$16.25
1/10/2026	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$15.20
10/21/2025	Vendor Bill Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Expert Analysis #2997 Inv 14202510008	Not Invoiced	Axiom Analytics LLC	Client Costs Advanced	Yes	$144.00
9/19/2025	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$15.20
9/2/2025	Hard Cost	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Inv 14202508004 - Spencer	Not Invoiced	Axiom Analytics LLC	Client Costs Advanced	Yes	$864.00
7/22/2025	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$30.40

6/10/2025	Hard Cost	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Inv 14202506001 - Spencer v Bel Air	Not Invoiced	Axiom Analytics LLC	Client Costs Advanced	Yes	$3,510.00
4/29/2025	Hard Cost	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Spencer et al v Bel Aire Inv 8003490a	Not Invoiced	Kyriacou Mediation	Client Costs Advanced	Yes	$13,050.00
1/21/2025	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$15.20
10/8/2024	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$14.20
6/25/2024	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$14.20
4/12/2024	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$34.80
3/25/2024	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$60.80
1/9/2024	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$11.75
9/26/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Sanction Payment	Not Invoiced	DDS Legal Support Systems	Client Costs Advanced	Yes	$356.95
9/25/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	$23.50
4/26/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing Fees	Not Invoiced		Client Costs Advanced	Yes	$1,151.95

3/16/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fee	Not Invoiced		Client Costs Advanced	Yes	$12.20
3/13/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Gregory Spencer v Bel Aire Paga claim filing	Not Invoiced	Labor and Workforce Development Agency	Client Costs Advanced	Yes	$75.00
3/1/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced		Client Costs Advanced	Yes	$64.90
2/15/2023	Credit Card Detail	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Vollucci Todd	Filing fees	Not Invoiced		Client Costs Advanced	Yes	$1,510.25
2/15/2023	Soft Cost	2997-Spencer, Gregory Edgar & Jennifer Lynn Woodruff v. Bel Aire Hospitality LLC dba Motel 6 Stanton (C/A)	Todd Vollucci	Jury Fee	Not Invoiced			Yes	$166.25
								Total	**$21,270.75**

Exhibit C

Exhibit C

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 D

Exhibit D

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

October 20, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Bel Aire Hospitality, LLC
P.O. Box 837
Flagstaff, AZ 86002

Re: *Spencer et al. v. Bel Aire Hospitality, LLC.*
Amending LWDA-CM-941560-23

Dear Bel Aire Hospitality, LLC:

This office represents Gregory Edgar Spencer and Jennifer Lynn Woodruff. We are informing 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 our clients Mr. Spencer and/or Ms. Woodruff (collectively "Plaintiffs"). This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit on behalf of Plaintiffs and others similarly situated to recover wages from Defendant due to Defendant's failure to pay overtime/double time, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages due on termination, to provide a uniform maintenance allowance and to allow inspection of employment records and unfair competition.

Plaintiffs seek compensatory, statutory, declaratory, and injunctive relief for themselves and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

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

Our clients have numerous legal claims against 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. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 5)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiffs and the Class for any off the clock work they performed.

Specifically, at all times relevant, Plaintiffs and Class members consistently worked hours for which they were not paid because Plaintiffs and the Class members were required to arrive to their shifts 10 to 15 minutes before the shift start. Plaintiffs and Class members helped guests prior to clocking-in for their shifts. Further, Plaintiffs and Class members performed work off-the-clock, such as helping guests, after clocking out.

As a direct and proximate result of Defendant's failure and refusal to pay for Plaintiffs and Class members' off the clock work, Plaintiffs and Class members suffered damages in an amount to be proven at trial.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE

(Cal. Labor Code §§510, 511, 558, 1194, 1197, 1197.1, 1194.3, 1198, 119; IWC Wage Order No. 5)

Defendant was required to pay Plaintiffs and Class members for all time worked. Plaintiffs and Class members routinely worked schedules such that they were due pay at overtime/double time rates. However, Plaintiffs and Class members were not paid for the overtime/double time hours they worked. Defendant failed and refused to properly pay overtime/double time compensation to Plaintiffs and Class members.

Throughout Plaintiffs' employment, Defendant failed and refused to pay and properly calculate overtime/double time compensation to Plaintiffs and Class members as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiffs and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendant failed to provide any rest periods to Plaintiffs and Class members as required by Labor Code § 226.7 and the Wage Order No. 5. At most, Plaintiffs were afforded 1 rest period during their 8-hour shift.

By virtue of Defendant's unlawful failure to provide rest periods to Plaintiffs and Class members, Plaintiffs and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §226.7; IWC Wage Order No. 5)

Defendant intentionally and improperly failed to afford Plaintiffs and Class members compliant meal periods. Meal periods were routinely not afforded, afforded late and/or interrupted. Plaintiffs and Class members did not receive premium pay for your failure to afford compliant meal periods.

By virtue of Defendant's unlawful failure to provide any meal periods to Plaintiffs and Class members, Plaintiffs and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §226; IWC Wage Order No. 5)

Defendant intentionally and knowingly provided Plaintiffs and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiffs and members of the Class in that the payments owed to Plaintiffs and the members of the Class for overtime/double time compensation, and meal/rest periods not compliant, were not included in gross wages earned by Plaintiffs and members of the Class.

Plaintiffs and Class members were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/double time compensation, and pay for meal/rest periods not compliant, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

F. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiffs and Class members were wrongfully terminated from Defendant's employ and Defendant willfully failed to pay Plaintiffs and Class members wages due to them.

Plaintiffs were not paid for all the wages they were owed when they ended their employment with Defendant. They are still owed overtime/double time, premium pay for failure to afford meal/rest breaks and other wages.

G. FAILURE TO PROVIDE A UNIFORM MAINTENANCE ALLOWANCE
(Cal. *Labor Code* § 2802; IWC Wage Order No. 5)

Defendants required Plaintiffs and Class members to wear uniforms. However, Defendants did not maintain the uniforms. Plaintiffs and members of the Class paid for the maintenance and cleaning themselves.

Plaintiffs and Class members suffered damages in an amount, subject to proof, to the extent they were not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about 2025, Plaintiffs' counsel issued written request to Defendant for copies of Ms. Woodruff's personnel records. Defendant has failed and refused to permit Plaintiffs to have access to copies of her records.

As a result of Defendant's failure and refusal to permit Plaintiff Woodruff to have full access to her records, Plaintiff Woodruff will seek injunctive relief and recovery of statutory penalties.

I. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiffs and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiffs and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and

unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiffs and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiffs and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiffs, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiffs also intend 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 33 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 33 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



Kevin A. Lipeles, Esq.

Exhibit E

Exhibit E

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Attorneys for Plaintiffs
Gregory Edgar Spencer and
Jennifer Lynn Woodruff

SUPERIOR COURT 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,

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

DECLARATION OF TAYLOR MITZNER

Judge: Hon. David A. Hoffer
Date: December 7, 2026
Time: 1:30 PM
Dept.: CX 103

Complaint Filed: January 25, 2023

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, hereby declare:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Amendment No. 1 thereto ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Amended Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Request for Exclusion from Class Action Settlement,* and *Objection Form* (collectively, the "Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from January 25, 2019 to July 22, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from March 13, 2022 to July 22, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Class Payments to Class Members; (vi) calculating and issuing the Individual Class Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 27, 2026, Phoenix received a data file from Defense Counsel ("Class List") that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member during the Class Period. The final mailing list contained one

hundred sixty (160) individuals identified as Class Members.

4. On August 5, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On August 10, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all one hundred sixty (160) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, forty-seven (47) Notices have been returned to Phoenix. None were returned with a forwarding address. For the forty-seven (47) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the forty-seven (47) Notices that were skip traced, forty-seven (47) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, zero (0) Notices remain undeliverable.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was October 9, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was October 9, 2026.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was October 9, 2026.

11. There are one hundred sixty (160) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of seven thousand

two hundred six (7,206) Workweeks during the Class Period. Each Workweek is valued at approximately $7.60.

12. The Escalator Clause of the Settlement Agreement indicates if the actual number of Workweeks for Class Members is greater than 110% of 6,877 (i.e., the Workweeks exceed 7,565), then Defendant agreed 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%). Since the actual Workweeks did not exceed 7,565, the Escalator Clause was not triggered.

13. The Net Settlement Amount of $54,792.25 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($50,000.00), and Class Counsel costs ($21,207.75), requested Class Representative Service Payments to Plaintiffs Spencer and Woodruff ($2,500.00 each totaling $5,000.00), the PAGA Amount ($12,000.00), and the requested Settlement Administration Costs ($7,000.00) from the Gross Settlement Amount ($150,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately $1,756.45, the lowest Individual Class Payment to be paid is approximately $7.60, while the average Individual Class Payment to be paid is approximately $342.45. Settlement Class Members will be issued payment of their Individual Class Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

15. Additionally, $12,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $9,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $3,000.00, of which shall be paid to the Aggrieved Employees. There are one hundred thirty-four (134) Aggrieved Employees who worked a total of two thousand nine hundred ninety-four (2,994) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $88.18, the lowest Individual PAGA Payment to be paid is approximately $1.00,

and the average Individual PAGA Payment to be paid is approximately $22.39.

16. Plaintiff Spencer shall be paid $258.53 for his Individual Class Payment and $10.02 for his Individual PAGA Payment. Plaintiff Woodruff shall be paid $22.81 for her Individual Class Payment and $2.00 for her Individual PAGA Payment.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are $7,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this October 12, 2026, at Orange, California.

Taylor Mitzner

TAYLOR MITZNER

Exhibit A

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 «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. 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 «Total_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period**. If you believe that you worked more workweeks/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 October 9, 2026.**	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 October 9, 2026.**	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 December 7, 2026, Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on **December 7, 2026, at 1:30 p.m.** 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 October 9, 2026.**	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 **October 9, 2026.** 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 **October 9, 2026,** 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 **October 9, 2026,** 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.

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 **October 9, 2026,** 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 October 9, 2026, 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 **December 7, 2026,** 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: spencer-v-bel-aire-hospitality.phoenixcases.com 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 October 9, 2026.** 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 **December 7, 2026, at 1:30 p.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 spencer-v-bel-aire-hospitality.phoenixcases.com 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 spencer-v-bel-aire-hospitality.phoenixcases.com. 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:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

Attorneys for the Plaintiffs and Settlement Class Members:
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.

«PSA_ID»

AVISO ENMENDADO APROBADO POR EL TRIBUNAL SOBRE EL ACUERDO DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN DEFINITIVA DEL TRIBUNAL

Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton
Tribunal Superior del Condado de Orange, Caso No.: 30-2023-01304470-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo detenidamente! No es correo basura, correo no deseado, un anuncio publicitario ni una solicitud de un abogado. A usted no se le está Demandando.

Es posible que usted tenga derecho a recibir dinero de una Demanda colectiva laboral (la "Acción") presentada en contra de BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON (la "Demandada") por presuntas infracciones en materia de salarios y horas de trabajo. La Acción fue presentada por Gregory Edgar Spencer y Jennifer Lynn Woodruff (los "Demandantes") y solicita el pago de (1) salarios retroactivos y otras medidas de reparación para una Clase integrada por todos los empleados actuales y anteriores no exentos, pagados por hora, que trabajaron para la Demandada dentro del Estado de California en cualquier momento durante el Período de la Clase, del 25 de enero de 2019 al 22 de julio de 2025 (los "Miembros de la Clase"); y (2) sanciones conforme a la Ley de Procuradores Generales Privados de California ("PAGA") para todos los empleados actuales y anteriores no exentos, pagados por hora, que trabajaron para la Demandada dentro del Estado de California durante el Período PAGA, del 13 de marzo de 2022 al 22 de julio de 2025 (los "Empleados Agraviados").

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo de la Clase que exige que la Demandada financie los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que exige que la Demandada financie los Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Con base en los registros de la Demandada y en las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos las retenciones) y que su Pago Individual PAGA será de «PAGA_Amount»**. Es probable que el monto que usted efectivamente reciba sea distinto y dependerá de varios factores. (Si no se indica ningún monto para su Pago Individual PAGA, entonces, según los registros de la Demandada, usted no reúne los requisitos para recibir un Pago Individual PAGA conforme al Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros de la Demandada, los cuales indican que **usted trabajó «Total_Weeks» semanas laborales durante el Período de la Clase y que usted trabajó «PAGA_Pay_Periods» períodos de pago durante el Período PAGA**. Si usted considera que trabajó más semanas laborales/períodos de pago durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación definitiva. Sus derechos legales se ven afectados tanto si usted actúa como si no actúa. Lea este Aviso detenidamente. Se considerará que usted lo leyó y lo comprendió detenidamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba de manera definitiva el Acuerdo y qué parte del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (los "Abogados de la Clase"). El Tribunal también decidirá si dicta una sentencia que exija a la Demandada efectuar los pagos conforme al Acuerdo y que exija a los Miembros de la Clase y a los Empleados Agraviados renunciar a sus derechos de hacer valer ciertas reclamaciones en contra de la Demandada.

Si usted trabajó para la Demandada durante el Período de la Clase y/o el Período PAGA, según se describe anteriormente, usted tiene dos opciones básicas conforme al Acuerdo:

(1) **No hacer nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y reunir los requisitos para recibir un Pago Individual de la Clase y/o un Pago Individual PAGA. No obstante, como Miembro Participante de la Clase, usted renunciará a su derecho de hacer valer reclamaciones salariales del Período de la Clase y reclamaciones de sanciones del Período PAGA en contra de la Demandada.

(2) **Excluirse del Acuerdo de la Clase**. Usted puede excluirse del Acuerdo de la Clase presentando una Solicitud de Exclusión por escrito mediante la cual notifique al Administrador, Phoenix Class Action Administration Solutions ("Phoenix"), su solicitud de ser excluido. Si usted se excluye del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho de reclamar personalmente los salarios correspondientes al Período de la Clase en contra de la Demandada. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto. Si usted es un Empleado Agraviado, seguirá reuniendo los requisitos para recibir un Pago Individual PAGA, independientemente de si se excluye o no del Acuerdo de la Clase.

La Demandada no tomará represalias en su contra por cualquier acción que usted tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo.	Si usted no hace nada, será un Miembro Participante de la Clase, con derecho a recibir un Pago Individual de la Clase y un Pago Individual PAGA (si corresponde). A cambio, usted renunciará a su derecho de hacer valer en contra de la Demandada las reclamaciones salariales cubiertas por este Acuerdo (las Reclamaciones Exoneradas).
Puede Excluirse del Acuerdo de la Clase, pero No del Acuerdo PAGA. **La Fecha Límite para Excluirse es el 9 de octubre de 2026.**	Si usted no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, usted será un Miembro No Participante de la Clase y ya no tendrá derecho a recibir un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto. La Demandada debe pagar los Pagos Individuales PAGA a todos los Empleados Agraviados, y los Empleados Agraviados deben renunciar a sus derechos de reclamar las Reclamaciones PAGA Exoneradas (definidas más adelante).
Miembros Participantes de la Clase Pueden Objetar el Acuerdo de la Clase **Las Objeciones por Escrito Deben Presentarse a más tardar el 9 de octubre de 2026.**	Todos los Miembros de la Clase que no se excluyan (los "Miembros Participantes de la Clase") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprueba de manera definitiva el Acuerdo incluirá una determinación sobre cuánto se pagará a los Abogados de la Clase y a los Demandantes que tramitaron la Acción en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase ni a los Demandantes, pero cada dólar pagado a los Abogados de la Clase y a los Demandantes reduce el monto total pagado a los Miembros Participantes de la Clase. Usted puede objetar los montos solicitados por los Abogados de la Clase o por los Demandantes si considera que no son razonables. Consulte la Sección **7** de este Aviso.
Puede Participar en la Audiencia de Aprobación Definitiva del 7 de diciembre de 2026.	La Audiencia de Aprobación Definitiva del Tribunal está programada para el **7 de diciembre de 2026, a la 1:30 p. m.** Usted no tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, por su propia cuenta), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Definitiva. Consulte la Sección **8** de este Aviso.
Puede Impugnar el Cálculo de sus Semanas Laborales/Períodos de Pago. **Las Impugnaciones por Escrito Deben Presentarse a más tardar el 9 de octubre de 2026.**	El monto de su Pago Individual de la Clase y de su Pago PAGA (si corresponde) depende de cuántas semanas laborales trabajó usted durante el Período de la Clase y de cuántos Períodos de Pago trabajó durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago PAGA que usted trabajó, según los registros de la Demandada, se indican en la primera página de este Aviso. Si usted no está de acuerdo con alguna de estas cifras, debe impugnarla a más tardar el **9 de octubre de 2026.** Consulte la Sección **4** de este Aviso. El Administrador determinará inicialmente las impugnaciones a los cálculos de las Semanas Laborales/Períodos de Pago, pero el Tribunal podrá revisar la decisión del Administrador.

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

Los Demandantes son exempleados de la Demandada. La Acción acusa a la Demandada de infringir las leyes laborales de California al no pagar salarios por horas extras, salarios mínimos, salarios adeudados al momento de la terminación del empleo y gastos reembolsables, y al no otorgar períodos de comida y descansos que cumplan con la ley, ni comprobantes de pago detallados y exactos. Con base en las mismas reclamaciones, los Demandantes también han hecho valer una reclamación de sanciones civiles conforme a la Ley de Procuradores Generales Privados de California (Código Laboral §§ 2698, *y siguientes*) ("PAGA"). Los Demandantes están representados en la Acción por los abogados: LIPELES LAW GROUP, APC ("Abogados de la Clase"). La Demandada niega enfáticamente haber infringido ley alguna o haber dejado de pagar salario alguno, y sostiene que cumplió con todas las leyes aplicables. La Demandada está representada en la Acción por los abogados: LANDEGGER VERANO, ALC (los "Abogados de la Defensa").

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HAYA CONCILIADO?

Hasta ahora, el Tribunal no ha hecho ninguna determinación sobre si la Demandada o los Demandantes tienen la razón en cuanto al fondo del asunto. Mientras tanto, los Demandantes y la Demandada contrataron a un mediador neutral con experiencia con el fin de resolver la Acción negociando la terminación del caso mediante un acuerdo (conciliar el caso), en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones tuvieron éxito. Al firmar un extenso acuerdo de conciliación por escrito (el "Acuerdo") y al aceptar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, los Demandantes y la Demandada han negociado un Acuerdo propuesto que está sujeto a la Aprobación Definitiva del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto constituye una transacción de reclamaciones controvertidas. Al aceptar conciliar, la Demandada no admite infracción alguna ni reconoce el fundamento de reclamación alguna.

Los Demandantes y los Abogados de la Clase creen firmemente que el Acuerdo es conveniente para usted porque consideran que: (1) la Demandada ha aceptado pagar un monto justo, razonable y adecuado, considerando la solidez de las reclamaciones y los riesgos e incertidumbres de continuar el litigio; y (2) el Acuerdo es lo más conveniente para los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

(1) La Demandada Pagará $150,000.00 como Monto Bruto del Acuerdo (el "Acuerdo Bruto"). La Demandada ha aceptado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, los Pagos por Servicio al Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal otorgue la Aprobación Definitiva, la Demandada financiará el Acuerdo Bruto dentro de los 65 días siguientes a que la Sentencia dictada por el Tribunal quede firme. La Sentencia quedará firme en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros Participantes de la Clase objetan el Acuerdo propuesto o si se apela la Sentencia.

(2) Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:

a) Hasta $50,000.00 (33⅓% del Acuerdo Bruto) para los Abogados de la Clase por concepto de honorarios de abogados y hasta $22,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin recibir pago alguno.

b) Hasta $2,500.00 para cada Demandante designado, como Pagos por Servicio al Representante de la Clase por haber presentado la Acción, haber colaborado con los Abogados de la Clase y haber representado a la Clase. Los Pagos por Servicio al Representante de la Clase serán el único dinero que recibirán los Demandantes, además del Pago Individual de la Clase de los Demandantes y de cualquier Pago Individual PAGA.

c) Hasta $7,000 para el Administrador por los servicios de administración del Acuerdo.

d) Hasta $12,000.00 por concepto de Sanciones PAGA, asignándose el 75% al Pago PAGA a la LWDA y el 25% a los Pagos Individuales PAGA a los Empleados Agraviados, con base en sus Períodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

(3) Acuerdo Neto Distribuido a los Miembros de la Clase. Después de efectuar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") mediante Pagos Individuales de la Clase a los Miembros Participantes de la Clase, con base en sus Semanas Laborales del Período de la Clase.

(4) Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. Los Demandantes y la Demandada están solicitando al Tribunal que apruebe una asignación del 33 1/3%% de cada Pago Individual de la Clase a salarios gravables (la "Porción Salarial") y del 66 2/3% a intereses y sanciones (la "Porción No Salarial"). La Porción Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. La Demandada pagará por separado los impuestos sobre la nómina que le corresponden como empleador respecto de la Porción Salarial. Los Pagos Individuales PAGA se consideran sanciones y no salarios para efectos fiscales. El Administrador declarará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque los Demandantes y la Demandada han acordado estas asignaciones, ninguna de las partes le está brindando asesoramiento alguno sobre si sus Pagos están sujetos a impuestos o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones e intereses sobre impuestos atrasados, si corresponde) sobre cualquier Pago recibido conforme al Acuerdo propuesto. Usted debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

(5) Necesidad de Cobrar Puntualmente los Cheques de Pago. El anverso de cada cheque emitido por concepto de Pagos Individuales de la Clase mostrará la fecha en que vence el cheque (la fecha de anulación). Si usted no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente y el dinero se depositará a su nombre en el Fondo de Bienes No Reclamados del Contralor de California. Si el dinero representado por su cheque se envía a la oficina de Bienes No Reclamados del Contralor, usted debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero. (https://www.sco.ca.gov/search_upd.html).

(6) Solicitudes de Exclusión del Acuerdo de la Clase. Usted será tratado como un Miembro Participante de la Clase, participando plenamente en el Acuerdo de la Clase, a menos que notifique por escrito al Administrador, a más tardar el **9 de octubre de 2026,** que desea excluirse. La manera más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada a más tardar en la Fecha Límite de Respuesta del **9 de octubre de 2026.** La Solicitud de Exclusión debe ser una carta del Miembro de la Clase o de su representante en la que se indique el

nombre del Miembro de la Clase, su domicilio actual, su número de teléfono y una declaración sencilla en la que opte por ser excluido del Acuerdo. Los Miembros de la Clase excluidos (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos de reclamar personalmente en contra de la Demandada por salarios y horas de trabajo.

Usted no puede excluirse de la porción PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase (Miembros No Participantes de la Clase) y que sean Empleados Agraviados seguirán teniendo derecho a recibir Pagos Individuales PAGA y estarán obligados a renunciar a su derecho de hacer valer reclamaciones PAGA en contra de la Demandada con base en las reclamaciones PAGA alegadas en la Acción.

(7) El Acuerdo Propuesto Quedará Sin Efecto si el Tribunal Niega la Aprobación Definitiva. Es posible que el Tribunal se niegue a otorgar la Aprobación Definitiva del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Los Demandantes y la Demandada han acordado que, en cualquiera de esos casos, el Acuerdo quedará sin efecto: la Demandada no pagará dinero alguno y los Miembros de la Clase no exonerarán reclamación alguna en contra de la Demandada.

(8) Administrador. El Tribunal ha designado a una empresa neutral, Phoenix (el "Administrador"), para enviar este Aviso, calcular y efectuar los pagos y tramitar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase respecto de las Semanas Laborales, enviará y reenviará por correo los cheques del acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

(9) Exoneración de los Miembros Participantes de la Clase. Una vez que la Sentencia quede firme y que la Demandada haya financiado en su totalidad el Acuerdo Bruto y haya pagado por separado todos los impuestos sobre la nómina que le corresponden como empleador, los Miembros Participantes de la Clase quedarán legalmente impedidos de hacer valer cualquiera de las "Reclamaciones de la Clase Exoneradas" exoneradas conforme al Acuerdo. Esto significa que, salvo que usted se haya excluido válidamente del Acuerdo de la Clase, no podrá Demandar, continuar Demandando ni formar parte de ninguna otra Demanda en contra de la Demandada o de sus entidades relacionadas con base en las reclamaciones de la Clase alegadas en la Acción y resueltas mediante este Acuerdo.

Los Miembros Participantes de la Clase quedarán obligados por la exoneración de las siguientes "Reclamaciones de la Clase Exoneradas":

> Todos los Miembros Participantes de la Clase y los Demandantes, en nombre propio y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, exoneran a las Partes Exoneradas de todas y cada una de las reclamaciones que fueron alegadas o que pudieron haberse alegado con base en los hechos expuestos en la Demanda Operativa en la Acción y que surgieron durante el Período de la Clase, incluidas, entre otras, las siguientes reclamaciones: (a) no pagar salarios por horas extras y tiempo doble; (b) no pagar el salario mínimo y los salarios de tiempo ordinario; (c) no otorgar períodos de comida que cumplan con la ley ni pagar el pago de prima por período de comida en su lugar; (d) no autorizar ni permitir períodos de descanso que cumplan con la ley ni pagar el pago de prima por período de descanso en su lugar; (e) no llevar los registros de nómina requeridos; (f) no proporcionar comprobantes de pago completos y exactos; (g) no pagar oportunamente todos los salarios devengados y los cheques de pago finales adeudados al momento de la separación del empleo; (h) no reembolsar los gastos y costos necesarios relacionados con el trabajo; (i) no permitir la inspección de los registros de empleo; (j) todas las reclamaciones conforme al Código de Negocios y Profesiones de California § 17200 por prácticas comerciales desleales que pudieran haberse fundado en los hechos, reclamaciones, causas de acción o teorías jurídicas descritos anteriormente; y (k) la infracción de las Órdenes Salariales Industriales de California que pudieran haberse fundado en los hechos, reclamaciones, causas de acción o teorías jurídicas descritos anteriormente, así como cualesquiera posibles sanciones, intereses u honorarios de abogados asociados con todas esas causas de acción conforme a la ley de California. Salvo por la Exoneración de los Demandantes otorgada por los Demandantes y las Reclamaciones PAGA Exoneradas que exoneran los Empleados Agraviados, los Miembros Participantes de la Clase no exoneran ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, infracción de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, compensación al trabajador, o reclamaciones basadas en hechos ocurridos fuera del Período de la Clase.

Las "Partes Exoneradas" significan: la Demandada y cualquiera de sus directores, funcionarios, socios, mandantes, fideicomisarios, accionistas, propietarios, miembros, gerentes, empleados de nivel ejecutivo, administradores, agentes, abogados, aseguradoras, predecesores, sucesores, cesionarios, nombres comerciales (DBA), matrices, subsidiarias, afiliadas y empresas conjuntas, pasados, presentes y/o futuros.

(10) Exoneración PAGA de los Empleados Agraviados. Una vez que la sentencia del Tribunal quede firme y que la Demandada haya financiado en su totalidad el Acuerdo Bruto y haya pagado por separado todos los impuestos sobre la nómina que le corresponden como empleador, todos los Empleados Agraviados quedarán impedidos de hacer valer cualquiera de las "Reclamaciones PAGA Exoneradas" en contra de la Demandada, se hayan excluido o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de

la Clase y aquellos que se excluyen del Acuerdo de la Clase, no podrán Demandar, continuar Demandando ni participar en ninguna otra reclamación PAGA en contra de la Demandada o de sus entidades relacionadas con base en las reclamaciones PAGA alegadas en la Acción y resueltas mediante este Acuerdo.

Los Empleados Agraviados quedarán obligados por la exoneración de las siguientes "Reclamaciones PAGA Exoneradas":

> Todos los Empleados Agraviados, sean o no Miembros Participantes de la Clase o Miembros No Participantes de la Clase, en nombre propio y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, exoneran a las Partes Exoneradas de todas las reclamaciones, Demandas, derechos, responsabilidades y causas de acción conforme a la Ley de Procuradores Generales Privados del Código Laboral de California, Código Laboral de California sección 2698 y siguientes, que fueron alegadas, o que razonablemente pudieron haberse alegado, con base en las reclamaciones formuladas en la notificación PAGA presentada ante la LWDA en nombre de los Demandantes, y que surgieron durante el Período PAGA o con respecto a este (las "Reclamaciones PAGA Exoneradas"). La exoneración anterior será vinculante para los Demandantes, los Empleados Agraviados y el Estado de California, y podrá impedir, por cosa juzgada, cualquier reclamación conforme a la Ley PAGA presentada por cualquier persona, incluidos los Empleados Agraviados, en nombre del Estado de California, respecto de cualquier reclamación fundada en las Reclamaciones PAGA Exoneradas.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

(1) Pagos Individuales de la Clase. El "Monto Neto del Acuerdo" se calcula deduciendo del Monto Bruto del Acuerdo los montos aprobados por el Tribunal para los Pagos Individuales PAGA, el Pago PAGA a la LWDA, los Pagos por Servicio al Representante de la Clase, el Pago de Honorarios de los Abogados de la Clase, el Pago de Gastos de Litigio de los Abogados de la Clase y el Pago de Gastos de Administración. El remanente se pagará a los Miembros Participantes de la Clase como Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase en lo individual.

(2) Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo la porción del 25% de las Sanciones PAGA ($3,000.00) entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados, y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado en lo individual.

(3) Impugnaciones de Semanas Laborales/Períodos de Pago. El número de Semanas Laborales de la Clase que usted trabajó durante el Período de la Clase y el número de Períodos de Pago PAGA que usted trabajó durante el Período PAGA, según consta en los registros de la Demandada, se indican en la primera página de este Aviso. Usted tiene hasta el **9 de octubre de 2026,** para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le acreditaron. Usted puede presentar su impugnación firmando y enviando una carta al Administrador por fax, correo electrónico o correo postal. La Sección 9 de este Aviso contiene la información de contacto del Administrador. Usted debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará como exacto el cálculo de las Semanas Laborales y/o los Períodos de Pago efectuado por la Demandada con base en sus registros, salvo que usted envíe copias de registros que contengan información en contrario. Usted debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador procurará resolver las impugnaciones de Semanas Laborales y/o Períodos de Pago con base en su presentación y en la información aportada por los Abogados de la Clase (quienes abogarán en nombre de los Miembros Participantes de la Clase) y por los Abogados de la Demandada. Si bien el Administrador y las Partes procurarán resolver su controversia, el Tribunal decidirá en definitiva cualquier controversia no resuelta.

5. ¿CÓMO ME PAGARÁN?

(1) Miembros Participantes de la Clase. El Administrador enviará, por correo postal de EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no se excluya), incluidos aquellos que también reúnan los requisitos de Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual PAGA, si lo hubiere.

(2) Miembros No Participantes de la Clase. El Administrador enviará, por correo postal de EE. UU., un solo cheque de Pago Individual PAGA a cada Empleado Agraviado, incluidos aquellos que se excluyan del Acuerdo de la Clase (es decir, a cada Miembro No Participante de la Clase que sea un Empleado Agraviado).

Su cheque se enviará a la misma dirección a la que se envió este Aviso. Si usted cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Presente el Formulario de Solicitud de Exclusión adjunto o una carta escrita y firmada con su nombre, domicilio actual, número de teléfono, dirección de correo electrónico (si tiene una), los últimos cuatro dígitos de su número de seguro social y una declaración sencilla de que no desea participar en el Acuerdo, y envíela al Administrador por fax, correo electrónico o correo postal. El Administrador lo excluirá con base en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud,

de identificar la Acción como *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton*, y de incluir su información de identificación (nombre completo, domicilio, número de teléfono, fechas aproximadas de empleo y los últimos cuatro dígitos de su número de seguro social para fines de verificación). Usted debe presentar la solicitud personalmente. Si otra persona la presenta por usted, no será válida. El Administrador aceptará como válida cualquier Solicitud de Exclusión si puede determinar razonablemente su identidad como Miembro de la Clase y su deseo de ser excluido. Si el Administrador tiene motivos para cuestionar la autenticidad de su Solicitud de Exclusión, podrá exigir pruebas adicionales de su identidad. El Tribunal tiene la autoridad final para decidir cualquier controversia no resuelta sobre la autenticidad de una solicitud de exclusión. **Su solicitud de ser excluido debe enviarse al Administrador a más tardar el 9 de octubre de 2026, o no será válida. La Sección 9 del Aviso contiene la información de contacto del Administrador.**

7. ¿CÓMO OBJETO EL ACUERDO?

Únicamente los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Antes de decidir si objeta, es posible que usted desee ver lo que los Demandantes y la Demandada están solicitando al Tribunal que apruebe. Por lo menos 16 días hábiles judiciales antes de la Audiencia de Aprobación Definitiva del **7 de diciembre de 2026**, los Abogados de la Clase y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Pagos por Servicio al Representante de la Clase en la que se indique (i) el monto que los Abogados de la Clase solicitan por concepto de honorarios de abogados y gastos de litigio; y (ii) los montos que los Demandantes solicitan como Pagos por Servicio al Representante de la Clase. Previa solicitud razonable, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. Usted también puede consultarlos en el sitio web del Administrador: spencer-v-bel-aire-hospitality.phoenixcases.com o en el sitio web del Tribunal: https://www.occourts.org/online-services/case-access/civil-case-access

Un Miembro Participante de la Clase que no esté de acuerdo con algún aspecto del Acuerdo, de la Moción de Aprobación Definitiva y/o de la Moción de Honorarios, Gastos de Litigio y Pagos por Servicio al Representante de la Clase puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto o que los montos solicitados por los Abogados de la Clase o por los Demandantes son demasiado altos o bajos. Usted puede presentar el Formulario de Objeción adjunto o enviar una carta escrita y firmada con su nombre, domicilio actual, número de teléfono, dirección de correo electrónico (si tiene una) y sus objeciones al Administrador, por fax, correo electrónico o correo postal. **La fecha límite para enviar objeciones por escrito al Administrador es el 9 de octubre de 2026.** Asegúrese de indicar al Administrador qué es lo que objeta, por qué objeta y cualesquiera hechos que respalden su objeción. Asegúrese de identificar la Acción *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton* e incluir su nombre, domicilio actual, número de teléfono y fechas aproximadas de empleo con la Demandada, y de firmar la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para que objete, por su propia cuenta) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para indicar al Tribunal qué es lo que objeta, por qué objeta y cualesquiera hechos que respalden su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para conocer los detalles relativos a la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede asistir, aunque no está obligado a hacerlo, a la Audiencia de Aprobación Definitiva del **7 de diciembre de 2026, a la 1:30 p. m.,** en el Departamento CX103 del Tribunal Superior del Condado de Orange, Civil Complex Center, ubicado en 751 West Santa Ana Blvd., Santa Ana, California 92701. En la Audiencia, el juez decidirá si otorga la Aprobación Definitiva del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. El Tribunal invitará a comentar a los objetantes, a los Abogados de la Clase y a los Abogados de la Defensa antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea en persona o de manera virtual. Puede obtener información adicional sobre las comparecencias remotas en el sitio web del Tribunal: https://www.occourts.org/general-information/remote-appearance-information. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Definitiva. Usted debe consultar previamente el sitio web del Administrador spencer-v-bel-aire-hospitality.phoenixcases.com o comunicarse con los Abogados de la Clase para verificar la fecha y la hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que la Demandada y los Demandantes se han comprometido a hacer conforme al Acuerdo propuesto. La manera más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Phoenix en spencer-v-bel-aire-hospitality.phoenixcases.com. Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior visitando https://www.occourts.org/online-services/case-access/civil-case-access e ingresando el Número de Caso de la Acción, Caso No. 30-2023-01304470-CU-OE-CXC. Usted también puede revisar los expedientes del Tribunal y el Acuerdo de Conciliación en la Oficina del Secretario del Tribunal Superior del Condado de Orange, ubicada en 751 W. Santa Ana Blvd., Santa Ana, California 92701, durante el horario regular del tribunal.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Administrador del Acuerdo:
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Abogados de los Demandantes y de los Miembros de la Clase del Acuerdo:
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, California 90254
Teléfono No.: (310) 322-2211
Fax No.: (310) 322-2252

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si usted pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando usted solicite el reemplazo antes de la fecha de anulación indicada en el anverso del cheque original. Si su cheque ya está anulado, usted debe consultar al Fondo de Bienes No Reclamados para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO DE DOMICILIO?

Para recibir su cheque, usted debe notificar de inmediato al Administrador si se muda o si cambia de alguna otra manera su dirección postal.

POR FAVOR NO SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL, CON EL JUEZ NI CON LA DEMANDADA PARA HACER CONSULTAS.

Las declaraciones contenidas en este documento no constituyen determinaciones de un tribunal de justicia. Estas declaraciones no son una expresión de opinión ni de aprobación por parte de un juez. Este aviso se basa únicamente en declaraciones de las Partes de esta Demanda. Usted recibió este aviso para ayudarle a decidir qué medidas tomar, si acaso, con respecto a esta Demanda.

[COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO NOT PARTICIPATE IN THIS SETTLEMENT]

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Spencer v. Bel Aire Hospitality, LLC dba Motel 6 Stanton
(County of Orange, California Superior Court Case No. 30-2023-01304470-CU-OE-CXC)

INSTRUCTIONS: TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE OCTOBER 9, 2026, ADDRESSED AS FOLLOWS:

Spencer v. Bel Aire Hospitality LLC dba Motel 6 Stanton
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Please fill in all of the following information (type or print):

NAME (First, Middle, Last):
_____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS:
Home: _____
Mobile: _____
LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER:_____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POST-MARKED OR FAXED ON OR BEFORE OCTOBER 9, 2026.

I [insert your name] _____ wish to be excluded from the settlement class in the case of *Bel Aire Hospitality LLC, dba Motel 6 Stanton* Superior Court of California, County of Orange, Case No. 30-2023-01304470-CU-OE-CXC. I understand that by returning this form, I will not receive money from the class settlement, but I will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Notice of Proposed Class Action Settlement and Hearing Date for Final Approval that was sent to me along with this form. I understand that by signing this form, I voluntarily choose to "opt out" of the proposed Settlement of this Class Action. **I understand that by opting out, I may not accept any money allocated for me in the proposed Settlement**. On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit, I will have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney if I wish to obtain advice regarding my rights with respect to this Settlement or my choice to opt out of the Settlement. I have not been coerced by anyone to opt out of this Class Action, and I choose to opt out of my own free will.

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

Signed: _____ Date:_____

Print Name:_____ Last four digits of Social Security Number: _____

[LLENE ESTE FORMULARIO *ÚNICAMENTE SI* USTED ELIGE NO PARTICIPAR EN ESTE ACUERDO]

SOLICITUD DE EXCLUSIÓN DEL ACUERDO DE LA DEMANDA COLECTIVA

Spencer v. Bel Aire Hospitality, LLC dba Motel 6 Stanton
(Tribunal Superior de California, Condado de Orange, Caso No. 30-2023-01304470-CU-OE-CXC)

INSTRUCCIONES: PARA EXCLUIRSE DEL ACUERDO, USTED DEBE LLENAR, FIRMAR Y ENVIAR ESTE FORMULARIO POR CORREO POSTAL DE PRIMERA CLASE DE EE. UU. O EQUIVALENTE, CON FRANQUEO PAGADO, CON MATASELLOS A MÁS TARDAR EL 9 DE OCTUBRE DE 2026, DIRIGIDO COMO SIGUE:

Spencer v. Bel Aire Hospitality LLC dba Motel 6 Stanton
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Complete toda la siguiente información (a máquina o en letra de molde):

NOMBRE (Nombre, Segundo Nombre, Apellido):
_____
DIRECCIÓN: _____
CIUDAD, ESTADO, CÓDIGO POSTAL: _____
NOMBRES ANTERIORES (si los hubiera): _____
NÚMEROS DE TELÉFONO:
Local: _____
Móvil: _____
ÚLTIMOS CUATRO DÍGITOS DEL NÚMERO DE SEGURO SOCIAL:_____

SE RECOMIENDA ENCARECIDAMENTE QUE CONSERVE EL COMPROBANTE DE ENVÍO DE ESTE FORMULARIO CON MATASELLOS O ENVIADO POR FAX A MÁS TARDAR EL 9 DE OCTUBRE DE 2026.

Yo, [inserta tu nombre] _____, deseo ser excluido de la Clase del acuerdo en el caso de *Bel Aire Hospitality LLC, dba Motel 6 Stanton* Tribunal Superior de California, Condado de Orange, Caso No. 30-2023-01304470-CU-OE-CXC. Entiendo que, al devolver este formulario, no recibiré dinero del acuerdo colectivo, pero aún así recibiré una participación individual del acuerdo correspondiente a las reclamaciones PAGA y se considerará que he exonerado las reclamaciones PAGA.

Además verifico que lo siguiente es verdadero: Mi nombre, mi dirección y mi demás información de contacto están indicados correctamente arriba. Recibí y tuve la oportunidad de leer el Aviso de Acuerdo Propuesto de Demanda Colectiva y Fecha de Audiencia de Aprobación Definitiva que se me envió junto con este formulario. Entiendo que, al firmar este formulario, elijo voluntariamente excluirme del Acuerdo propuesto de esta Demanda Colectiva. **Entiendo que, al excluirme, no podré aceptar ningún dinero asignado para mí en el Acuerdo propuesto**. Por otra parte, también entiendo que, si deseo hacer valer cualquier reclamación relacionada con las expuestas en esta Demanda, tendré que hacerlo por separado. Entiendo que dichas reclamaciones están sujetas a límites de tiempo estrictos, conocidos como plazos de prescripción, que restringen el tiempo dentro del cual puedo presentar tal acción. Entiendo que debo consultar con un abogado si deseo obtener asesoría sobre mis derechos con respecto a este Acuerdo o sobre mi decisión de excluirme del Acuerdo. Nadie me ha coaccionado para excluirme de esta Demanda Colectiva, y elijo excluirme por mi propia voluntad.

Declaro bajo pena de perjurio conforme a las leyes del Estado de California que lo anterior es verdadero y correcto.

Firma: _____ Fecha:_____

Nombre en letra de molde:_____ Últimos cuatro dígitos del NSS: _____

OBJECTION FORM

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

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment, and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. You must send your objection by fax, email, or first class U.S. Mail or equivalent, postage paid, to the Settlement Administrator using the contact information listed below. To be valid, a written objection must be timely faxed, emailed, or postmarked on or before **October 9, 2026**.

Spencer, et al. v. Bel Aire Hospitality LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you timely submit a written objection.

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
FORMER NAMES (if any): _____
TELEPHONE NUMBERS: Home: _____ and/or Mobile: _____
EMAIL ADDRESS (if available): _____

[ ] I OBJECT to the *Spencer, et al. v. Bel Aire Hospitality LLC* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

_____
_____
_____
_____
_____
_____
_____
_____
_____

[ ] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Signed: _____ Date: _____
Print Name: _____

FORMULARIO DE OBJECIÓN

Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton
Tribunal Superior del Condado de Orange, Caso No.: 30-2023-01304470-CU-OE-CXC

ESTE FORMULARIO DEBE UTILIZARSE ÚNICAMENTE SI USTED DESEA PARTICIPAR EN EL ACUERDO, PERO OBJETA LOS TÉRMINOS DEL ACUERDO.

SI USTED NO OBJETA EL ACUERDO, NO PRESENTE ESTE FORMULARIO. EL ADMINISTRADOR DEL ACUERDO ENVIARÁ ESTA OBJECIÓN Y TODO DOCUMENTO DE RESPALDO A LOS ABOGADOS DE LAS PARTES. LOS ABOGADOS DE LAS PARTES PRESENTARÁN LA OBJECIÓN ANTE EL TRIBUNAL.

Si usted lo desea, puede objetar el Acuerdo propuesto. El Tribunal considerará su objeción antes de decidir si otorga la aprobación definitiva al acuerdo de la Demanda Colectiva. Al objetar, usted solicita que el Tribunal *no* otorgue la aprobación definitiva al acuerdo de la Demanda Colectiva. Si a usted le preocupa que los términos del acuerdo sean injustos, puede presentar una objeción para que el Tribunal la revise. El Tribunal puede estar o no de acuerdo con su objeción. Objetar el Acuerdo no lo excluirá del Acuerdo y, si el Tribunal otorga la aprobación definitiva al Acuerdo, usted recibirá su pago del acuerdo y la exoneración de reclamaciones se le aplicará.

Si usted desea objetar el Acuerdo, puede llenar este formulario de Objeción e indicar los fundamentos de su objeción, o puede redactar su objeción en cualquier otro formato escrito que elija. Incluya todas y cada una de las pruebas y los documentos de respaldo (incluidos, entre otros, todos los escritos, las pruebas documentales y las declaraciones) que desee que el Tribunal considere. Debe enviar su objeción por fax, por correo electrónico o por correo postal de primera Clase de EE. UU. o equivalente, con franqueo pagado, al Administrador del Acuerdo, utilizando la información de contacto que aparece a continuación. Para que sea válida, la objeción por escrito debe enviarse oportunamente por fax, por correo electrónico o con matasellos a más tardar el **9 de octubre de 2026**.

Spencer, et al. v. Bel Aire Hospitality LLC
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

Alternativamente, usted puede comparecer en la Audiencia de Aprobación Definitiva y presentar su objeción ante el Tribunal, independientemente de que haya presentado oportunamente una objeción por escrito.

Complete toda la siguiente información (a máquina o en letra de molde):

NOMBRE (Nombre, Segundo Nombre, Apellido): _____
DIRECCIÓN: _____
CIUDAD, ESTADO, CÓDIGO POSTAL: _____
NOMBRES ANTERIORES (si los hubiera): _____
NÚMEROS DE TELÉFONO: Local: _____ y/o Móvil: _____
CORREO ELECTRÓNICO (si está disponible): _____

[ ] YO OBJETO el Acuerdo de *Spencer, et al. v. Bel Aire Hospitality LLC* por los siguientes fundamentos (si necesita espacio adicional, incluya hojas de papel adicionales):

_____
_____
_____
_____
_____
_____
_____
_____

[ ] Estoy o estaré representado por un abogado (proporcione el nombre y la dirección del abogado en las líneas siguientes, si corresponde):

Firma: _____ Fecha: _____
Nombre en letra de molde: _____

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

July 28, 2025

CASE ASSUMPTIONS	
Class Members	157
Opt Out Rate	1%
Opt Outs Received	1.57
Total Class Claimants	155
Subtotal Admin Only	**$8,118.58**

Flat Fee Total $7,000.00

For 157 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Case: Bel Aire Hospitality, Opt-Out Administration

Phoenix Contact: Melissa Meade
Contact Number: 949.331.0865
Email: melissa@phoenixclassaction.com

Requesting Attorney: Kevin Lipeles
Firm: Lipeles Law Firm
Contact Number: 310-322-2211
Email: kevin@kallaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **157** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$150.00	1	$150.00
Call Center & Long Distance	$2.00	20	$40.00
NCOA (USPS)	$25.00	1	$25.00
		Total	**$615.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Spanish Translation	$800.00	1	$800.00
Data Merge & Duplication Scrub	$0.10	157	$15.70
Notice Packet & Opt-Out Form	$1.45	157	$227.65
Estimated Postage (up to 2 oz.)*	$0.84	157	$131.88
Static Website	$100.00	1	$100.00
Check Cashing Reminder Postcard Postage Included	$0.60	33	$19.58
		Total	**$1,494.81**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	3	$165.00
Skip Tracing Undeliverables	$0.85	20	$17.00
Remail Notice Packets	$0.75	20	$15.00
Estimated Postage	$0.61	20	$12.20
Programming Undeliverables	$50.00	1	$50.00
		Total	**$259.20**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	2	$300.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	4	$220.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	8	$75.70
Case Manager	$85.00	3	$255.00
		Total	**$1,050.70**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	1	$95.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	4	$540.00
Mail Class Checks *	$1.10	157	$172.70
Estimated Postage	$0.61	157	$95.77
		Total	**$1,443.47**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	3	$345.00
Remail Checks & Tax Forms (Postage Included)	$1.70	12	$20.40
Case Associate	$55.00	4	$220.00
Reconcile Uncashed Checks	$85.00	5	$425.00
Conclusion Reports	$115.00	3	$345.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
Check to Cy-Pres	$150.00	1	Included
Uncahsed Checks to the State of California Controllers Office Estimated 9 Total Class Members	$300.00	1	$300.00
		Total	**$3,255.40**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $8,118.58

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254
Telephone: (310) 322-2211
Facsimile: (310) 322-2252

Attorneys for Plaintiffs
Gregory Edgar Spencer and
Jennifer Lynn Woodruff

SUPERIOR COURT 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,

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

DECLARATION OF PLAINTIFF GREGORY EDGAR SPENCER IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. David A. Hoffer
Date: December 7, 2026
Time: 1:30 PM
Dept.: CX 103

Complaint Filed: January 25, 2023

DECLARATION OF GREGORY EDGAR SPENCER

I, Gregory Edgar Spencer, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am one of the named Plaintiffs in this action. On or around January 25, 2023, the Class Action Complaint entitled *Spencer v. Bel Air Hospitality LLC dba Motel 6 Stanton*, was filed in the Superior Court of California, Orange County, on behalf of myself, and all others similarly situated. On April 8, 2024, Plaintiffs filed their First Amended Class Action Complaint in the Orange Superior Court, adding Jennifer Lynn Woodruff as a Named Plaintiff and a claim pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code §§2699, *et seq*.

3. I was employed by Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton ("Defendant") as a non-exempt hourly Guest Services Representative from September 22, 2021 through July 17, 2022.

4. In my Guest Services Representative capacity for Defendant, I was required to work in excess of 8 hours per day and 40 hours per week. Further, at times I was required to work in excess of 12 hours per day. However, Defendant failed to pay me my overtime/double time wages owed. Defendant also failed to pay me minimum wages due to their failure to afford compliant meal/rest breaks. Additionally, Defendant did not provide me with a uniform maintenance allowance and I was required to clean my uniforms myself.

5. I understand that, as a Class Representative, I have a duty to look out for and protect the interests of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Class Members.

6. As one of the named Plaintiffs in this action, I provided significant assistance to Plaintiffs' Counsel in this case. Since this lawsuit was filed, I communicated frequently with my attorneys. In order for me to provide factual background for the Class Action Complaint and FAC, it was necessary for me to recall and memorialize events from my former employment with

Defendant, participate in multiple initial intake interviews, produce employment documents and be available for follow up calls, emails, and text messages from my attorneys. Throughout the course of this litigation, I participated in several phone calls with my attorneys plus numerous text message and email exchanges, in order to provide such information.

7. My attorneys also requested that I provide them with paystubs and other personnel file documents in my possession documenting my time working for Defendants. Prior to becoming involved in this litigation, it was not my normal habit to keep every single paystub I received, and for the ones that I did keep, I was not sure where they were. It took me several hours over the span of a couple of days to locate all the paystubs and other documents requested by my attorneys which were in my possession.

8. Once the Class Action Complaint and FAC were drafted, my attorneys had me review the allegations for accuracy. At times, I would have questions, and would need to set up a call to have my questions answered as part of the review process. This involved phone calls with my attorneys as well as responding to emails and text messages to provide clarifying information to assist with revisions of the pleadings. This took several hours of my time. I had several such telephone conversations with my attorneys that lasted more than one hour each time.

9. My attorneys also had me review other documents which were either filed with the Court or necessary to litigate and eventually settle this matter. These included the other pleadings filed with the Court, the PAGA Letter to the Labor and Workforce Development Agency, the Mediation Brief, and the Settlement Agreement. This process required me to review these documents and confer with my attorneys about the accuracy of allegations and gave me an opportunity to ask questions and clarify my understanding of these documents, which was time consuming.

10. Moreover, I attended the mediation remotely for this matter on May 22, 2025.

///

11. My attorneys spent additional time with me on the phone answering my questions. I estimate that I have spent as many as 35 total hours working with my attorneys on this case.

12. In addition, this case also involved risks for me, such as the risk of having to pay Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class to a successful resolution and settlement.

13. It is my understanding that based upon my industrious efforts as one of the Named Plaintiffs in this action there is something called a Class Representative Service Payment. I respectfully request that the Court grant this award to me in the amount of $2,500 in addition to my pro rata share of the settlement fund.

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

Executed on Nov 10, 2026 in Anaheim, California.

Gregory Edgar Spencer
Gregory Edgar Spencer (Nov 10, 2026 09:35:13 PST)

Gregory Edgar Spencer

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
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Hermosa Beach, CA 90254
Telephone: (310) 322-2211
Facsimile: (310) 322-2252

Attorneys for Plaintiffs
Gregory Edgar Spencer and
Jennifer Lynn Woodruff

SUPERIOR COURT 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,

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

DECLARATION OF PLAINTIFF JENNIFER LYNN WOODRUFF IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. David A. Hoffer
Date: December 7, 2026
Time: 1:30 PM
Dept.: CX 103

Complaint Filed: January 25, 2023

DECLARATION OF JENNIFER LYNN WOODRUFF

I, Jennifer Lynn Woodruff, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am one of the named Plaintiffs in this action. On or around January 25, 2023, the Class Action Complaint entitled *Spencer v. Bel Air Hospitality LLC dba Motel 6 Stanton*, was filed in the Superior Court of California, Orange County, on behalf of Plaintiff Spencer, and all others similarly situated. On April 8, 2024, Plaintiffs filed their First Amended Class Action Complaint in the Orange Superior Court, adding me as a Named Plaintiff and a claim pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code §§2699, *et seq*.

3. I was employed by Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton ("Defendant") as a non-exempt hourly Guest Services Representative from June 2022 through July 2, 2022.

4. In my Guest Services Representative capacity for Defendant, I was required to work in excess of 8 hours per day and 40 hours per week. Further, at times I was required to work in excess of 12 hours per day. However, Defendant failed to pay me my overtime/double time wages owed. Defendant also failed to pay me minimum wages due to their failure to afford compliant meal/rest breaks. Additionally, Defendant did not provide me with a uniform maintenance allowance and I was required to clean my uniforms myself.

5. I understand that, as a Class Representative, I have a duty to look out for and protect the interests of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Class Members.

6. As one of the named Plaintiffs in this action, I provided significant assistance to PAGA Counsel in this case. I spent approximately 25-30 hours relating to this case. Among other things, I participated in several lengthy interviews and phone conferences over a period lasting several months, searched for and produced a significant number of relevant documents, reviewed

pleadings in the case, reviewed documents and data provided by Defendant, kept in contact with my attorneys regarding the status of the case, and remotely attended the all-day mediation on May 22, 2025. My efforts were instrumental in securing the favorable terms of the Settlement Agreement, which will provide monetary compensation to a Class of approximately 160 Class Members.

7. In addition, this case also involved risks for me, such as the risk of having to pay Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class to a successful resolution and settlement.

8. It is my understanding that based upon my industrious efforts as one of the named plaintiffs in this action there is something called a Class Representative Service Payment. I respectfully request that the Court grant this award to me in the amount of $2,500 in addition to my pro rata share of the settlement fund.

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

Executed on Nov 11, 2026 in Santa Ana, California.

Jennifer Lynn Woodruff
Jennifer Lynn Woodruff (Nov 11, 2026 08:42:20 PST)

Jennifer Lynn Woodruff