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

ASSIGNED FOR ALL PURPOSES TO HON. DAVID A. HOFFER, DEPT. CX103

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE SERVICE PAYMENTS AND FINAL JUDGMENT

Complaint Filed: January 25, 2023

On _____ ___, 2026, a hearing was held on the motion of Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff (collectively "Plaintiffs") for final approval of the class action settlement reached with Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton ("Defendant") that was preliminarily approved by the Court on June 6, 2026 (the "Settlement"). The Court having read and considered the papers on the motion, the arguments of counsel, and the law, and good cause appearing therefor, Plaintiffs' motion is hereby GRANTED and IT IS ORDERED that:

1. The Court hereby GRANTS final approval of the Settlement. In full settlement of the class claims that were encompassed by this case, Plaintiffs and Defendant have agreed to the entry of the Class Action and PAGA Settlement Agreement and Class Notice and Amendment No. 1 thereto ("Settlement Agreement"), attached hereto as **Exhibit 1**. The Court finds that the terms of the Settlement, are fair, reasonable and adequate under section 382 of the California Code of Civil Procedure, the Settlement was reached as a result of arm's length negotiations after sufficient investigation and discovery, and that class members were given notice of the Settlement, which advised them of their right to object to the Settlement, in a reasonable manner. The Court further determines that the Settlement was made in good faith and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance with the terms of the Settlement Agreement. In particular, the amount of monies allocated to the Class Members, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant, including the Individual Class Payments and Individual PAGA Payments to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

2. The Court hereby certifies finally and solely for the purpose of settlement a class consisting of "all current and former non-exempt, hourly paid employees who worked for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton in California at any time between January 25, 2019 through July 22, 2025." The Court finds that the settlement class satisfies the

applicable criteria for class certification under section 382 of the California Code of Civil Procedure.

3. The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the Class, Named Plaintiffs and Defendant. The Court further finds that the Settlement is the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the parties, is supported by an evidentiary record, experienced and qualified Class Counsel who were assisted by an experienced mediator, and confers a significant financial benefit to the Class commensurate with the likely recovery if Named Plaintiffs prevailed at trial and the risks of continued litigation. The Court further finds that the Settlement Agreement is consistent with public policy, and fully complies with all applicable provisions of law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the Class Members and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial, all support the Court's decision granting final approval. The following factors also support the decision granting final approval: the risk, expense, complexity and likely duration of further litigation; the risk of attaining and maintaining class action status throughout the proceedings; and the extent of discovery completed and the stage of the proceedings.

4. The reaction of the Class Members to the proposed Settlement further supports the Court's decision granting final approval. There are no requests for exclusion from the Settlement There are also no objections that have been submitted to the Settlement by any of the Class. Members. The Court is satisfied with the settlement administration statistics and the explanation for those statistics provided by Phoenix by way of the Declaration of Taylor Mitzner.

5. The Court hereby directs payment to the Settlement Administrator from the settlement funds for its fees and expenses in accordance with the Settlement.

6. The Court hereby directs that the Settlement Administrator distribute settlement benefits to Participating Class Members from the settlement funds in accordance with the

Settlement.

7. The Court hereby awards Class Counsel Fees Payment in the amount of $50,000.00, Class Counsel Litigation Expenses Payment in the amount of $21,207.75, to be paid from the settlement funds, and finds the hourly rates of Class Counsel and their staff, as set forth in the Motion for Attorneys' Fees are reasonable.

8. The Court hereby awards Class Representative Service Payments to the Plaintiffs to be paid from the settlement funds in the amount of $2,500 each ($5,000.00 total). Additionally, 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.

9. Pursuant to California Labor Code Section 2698, *et seq*., the Court also hereby approves allocation of $12,000.00 of the Gross Settlement Amount as payment for Plaintiffs' claims on their own behalf and on behalf of all Class Members for penalties under the Private Attorneys General Act ("PAGA")[1], and 75% of that amount, or $9,000.00, shall be paid to the California Labor & Workforce Development Agency ("LWDA"), while the remainder shall be paid to Settlement Class Members as part of the Net Settlement Amount.

10. The Court hereby orders that Plaintiffs have released the Released Parties[2] as set forth in the Settlement Agreement as follows: In addition to the Released Class Claims and Released PAGA Claims described in the Settlement Agreement, each Plaintiff, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every

[1] The following are the PAGA claims encompassed by the settlement, based on the facts in the Operative Complaint: (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; and (h) failure to provide a uniform maintenance allowance.

[2] "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.

nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of the Settlement Agreement. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs each acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

11. The Court hereby orders that Settlement Class Members release the following Released Class Claims against the Released Parties as set forth in the Settlement Agreement: 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. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of the Settlement Agreement, 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.

12. The Court hereby orders that all Aggrieved Employees release the following Released PAGA Claims as set forth in Amendment No. 1 to the Settlement Agreement: 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.

13. The Court hereby orders that any settlement checks that remain uncashed at the expiration of one hundred eighty days (180) days from the date of issuance shall be sent to the State of California Controller's Office, Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee who fails to cash their check.

14. The Court hereby orders that Class Members who did not timely exclude themselves from the Settlement have released their claims against Defendant as set forth in the Settlement.

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15. The Court hereby orders that Class Members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of the Court's order granting final approval to the Settlement.

16. The provision of notice of entry of this Order and Judgment by the Court to Class Counsel shall be deemed notification of entry of the Order and Judgment to the Named Plaintiffs and all Settlement Class Members, who are not required to be separately notified.

17. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's award for attorneys' fees and litigation costs.

18. The final administration hearing shall be scheduled between August 2, 2027 and September 1, 2027. The Court sets a hearing date for the Final Administration Hearing of _____, 2027 at __:00 a.m. Plaintiffs' Counsel shall submit a final administrator's report at least 16 court days before the Final Accounting Hearing. Should the Court find that the declaration has sufficiently evidenced full and complete administration of the class action settlement, the Hearing Re: Final Administration of the Class Action Settlement will go off calendar.

JUDGMENT

19. The Court hereby directs that the clerk of the Court enter the Court's order as a final judgment.

20. The Court hereby ORDERS ENTRY OF JUDGMENT as follows:

The Class to whom this judgment applies is defined as: 1. All current and former non-exempt, hourly paid employees who worked for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton in California at any time between January 25, 2019 through July 22, 2025.

21. The parties shall comply with the terms and conditions of the Settlement Agreement and of the Order Granting Final Approval. Upon such compliance, and in accordance with the terms of the Order Granting Final Approval, the matter and the First Amended Complaint on file herein shall be dismissed in its entirety, with prejudice. The Court hereby orders that, without affecting the finality of the final judgment, it reserves continuing jurisdiction over the parties for

the purposes of implementing, enforcing and/or administering the Settlement or enforcing the terms of the judgment.

22. By means of this Final Approval Order and Judgment, final judgment is entered, as defined in section 577 of the California Code of Civil Procedure, binding each Settlement Class Member and operating as a full release and discharge of released claims.

23. Nothing in the Settlement, this final approval order, or Judgment purports to extinguish or waive Defendant's rights, including to continue to oppose the merits of the claims in this action or class treatment of these claims in this action if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this final approval order or Judgment that Plaintiff has asked the Court to enter based on this order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. The Settlement, this order, and/or the Judgment are not findings that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

24. This document shall constitute a Judgment. This Judgment may not be construed, or be used, as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

25. Pursuant to Labor Code § 2699(s)(3), Plaintiff shall submit a copy of this Judgment to the LWDA within ten (10) days of its execution and entry by the Court.

26. The Court hereby orders that, without affecting the finality of the final judgment, it reserves continuing jurisdiction over the parties for the purposes of implementing, enforcing and/or administering the Settlement or enforcing the terms of the judgment.

27. Phoenix will post a copy of this [Proposed] Order and Judgment on its website for 180 days.

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28. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this action and the Parties, including after entry of this Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable David A. Hoffer
Judge of the Superior Court

Exhibit 1

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiff GREGORY EDGAR SPENCER and Plaintiff JENNIFER LYNN WOODRUFF ("Plaintiffs"), individually and on behalf of the other "Class Members" as defined herein, on the one hand, and Defendant BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" or "Class Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Gregory Edgar Spencer, et al. vs. Bel Aire Hospitality LLC dba Motel 6 Stanton*, Case No.: 30-2023-01304470-CU-OE-CXC initiated on January 25, 2023, and pending in Superior Court of the State of California, County of Orange.

1.2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means "all current and former non-exempt, hourly paid employees who worked for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton in California at any time during the PAGA Period."

1.5. "Class" or "Settlement Class" means "all current and former non-exempt, hourly paid employees who worked for Defendant Bel Aire Hospitality LLC dba Motel 6 Stanton in California at any time during the Class Period."

1.6. "Class Counsel" means Kevin A. Lipeles and Thomas H. Schelly of LIPELES LAW GROUP, APC, who will seek to be appointed counsel for the Class.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's full name, last-known mailing address, Social Security number, start and end dates worked for Defendant during the Class Period and PAGA Period, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" or "Class Notice Packet" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, the REQUEST FOR EXCLUSION FORM, and the OBJECTION FORM to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 25, 2019 to July 22, 2025.

1.13. "Class Representatives" means GREGORY EDGAR SPENCER and JENNIFER LYNN WOODRUFF, the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment(s)" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Orange.

1.16. "Defendant" means BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON, the named Defendant in the Action.

1.17. "Defense Counsel" means Alfred J. Landegger, Evelyn Zarraga, and James Bacon of LANDEGGER DAVIS, ALC.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $150,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class

Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: 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.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period that an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee during the PAGA Period.

1.31. "PAGA Period" means the period from March 13, 2022 to July 22, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.33. "PAGA Notice" means Plaintiff Gregory Edgar Spencer's March 13, 2023 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties ($12,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($3,000.00) and 75% to LWDA ($9,000.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means GREGORY EDGAR SPENCER and JENNIFER LYNN WOODRUFF, the named Plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiffs' presentation of the same to Court.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "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.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week that a Class Member worked for Defendant within the State of California as a non-exempt, hourly paid employee during the Class Period.

2. RECITALS.

2.1. On January 25, 2023, Plaintiffs 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, 1997, 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.*). 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.*). The First Amended Complaint is the "Operative Complaint" in the Action. Defendant denies the allegations in the Operative Complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in in the operative complaints and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 22, 2025, the Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff and Defendant participated in an all-day mediation presided over by Gig Kyriacou, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs' personnel files, including time and payroll records, the employee handbooks in effect during the Class Period, including policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping policies, issuance of wage statements, and termination wages, a random sampling of approximately 20% of the payroll and time records for the Class Members, the number of putative Class Members, mix of current versus former employees, and the estimated number of workweeks, among other information. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

2.6. Related Claims. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $150,000.00 and no more as the Gross Settlement Amount pursuant to Paragraph 4.3 below, and to separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. Notwithstanding the return of funds in the event that Court declines to grant Preliminary Approval and/or

Final Approval of the Settlement, none of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $2,500.00 to each Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three and one-third percent (33⅓%), which is currently estimated to be $50,000.00 and a Class Counsel Litigation Expenses Payment of not more than $22,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $7,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $7,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

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

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $12,000.00 to be paid from the Gross Settlement Amount, with 75% ($9,000.00) allocated to the LWDA PAGA Payment and 25% ($3,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($3,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 157 Class Members who collectively worked a total of 6,877 Workweeks, and 131 Aggrieved Employees who worked a total 2,522 PAGA Pay Periods as of May 22, 2025 (i.e., as of the date the Parties participated in mediation).

4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 65 days after the Effective Date. Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount and Defendant's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount plus Defendant's share of employer payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. Any portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment not awarded to Plaintiffs' Counsel and the Class Representative Service Payments not awarded to the Class Representatives will be available to Class Members as part of the Net Settlement Amount.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date

(not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, each Plaintiff, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement.

("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs each acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.2. Released Class Claims by Participating Class Members: 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. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, 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.

5.3. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from

all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint in the Action, the PAGA notice provided on behalf of Plaintiffs to the LWDA, and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall 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.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Representations. Defendant and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator. Defendant further represents that, based on its records and available information, Spanish is the sole non-English language necessary to ensure that the Class Notice provides adequate notice to Class Members.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendant, or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaint in the Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel's Declarations shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than

60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Qualified Settlement Fund shall be established upon Preliminary Approval of the Settlement by the Court.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state

the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice Packet with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or

telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. Aggrieved Employees may not opt out of the PAGA portion of the Settlement.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods may be reviewed by the Court.. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the

Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names of Class Members who have submitted invalid Requests for Exclusion.

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 2 court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to

that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does

not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:
Kevin A. Lipeles, Esq.
Kevin@kallaw.com
Thomas H. Schelly, Esq.
Thomas@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone No.: (310) 322-2211
Fax No.: (310) 322-2252

To Defendant:
Alfred J. Landegger, Esq.
Alfred@landeggeresq.com
Evelyn Zarraga, Esq.
Evelyn@landeggeresq.com
James M. Bacon, Esq.
James@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone No.: (818) 986-7561
Fax No.: (818) 986-5147

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that pursuant to CCP section 583.330 upon the signing of this Agreement to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: Oct 24, 2025

PLAINTIFF GREGORY EDGAR SPENCER

Gregory Spencer (Oct 24, 2025 14:51:50 PDT)

Gregory Edgar Spencer,
Individually and as Class Representative

DATED: _____

PLAINTIFF JENNIFER LYNN WOODRUFF

Jennifer Lynn Woodruff,
Individually and as Class Representative

To Defendant:
Alfred J. Landegger, Esq.
Alfred@landeggeresq.com
Evelyn Zarraga, Esq.
Evelyn@landeggeresq.com
James M. Bacon, Esq.
James@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone No.: (818) 986-7561
Fax No.: (818) 986-5147

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DATED: _____

PLAINTIFF GREGORY EDGAR SPENCER

_____
Gregory Edgar Spencer,
Individually and as Class Representative

DATED: Oct 27, 2025

PLAINTIFF JENNIFER LYNN WOODRUFF

Jennifer Woodruff
Jennifer Woodruff (Oct 27, 2025 15:40:56 PDT)
_____
Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: 10/23/2025

DEFENDANT BEL AIRE HOSPITALITY LLC DBA MOTEL 6 STANTON

DocuSigned by:
Sunny Tewari
7687787413CC48F...

By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: September 15, 2025

LIPELES LAW GROUP, APC

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

DATED: October 17, 2025

LANDEGGER VERANO, ALC

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

EXHIBIT A

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

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

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

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

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

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

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a

Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

You Can Participate in the _____ Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by _____.**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice. The Administrator will initially determine challenges to calculations of Workweeks/Pay Periods, but the Court may review the Administrator's decision.

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating

Class Members will be legally barred from asserting any of the "Released Class Claims" released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

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

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

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

(3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, email or mail. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will 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. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

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

Submit the enclosed Request for Exclusion Form or a written and signed letter with your name, present address, telephone number, email address (if you have one), the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement to the Administrator via fax, email or mail. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. You may submit the enclosed Objection Form or send

a written and signed letter with your name, present address, telephone number, email address (if you have one), and your objections to the Administrator, by fax, email, or mail. **The deadline for sending written objections to the Administrator is** _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gregory Edgar Spencer, et al. v. Bel Aire Hospitality LLC dba Motel 6 Stanton* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

9. HOW CAN I GET MORE INFORMATION?

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

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

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

Attorneys for the Plaintiffs and Settlement Class Members:
Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
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.

REQUEST FOR EXCLUSION 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

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

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS, DO NOT FILL OUT THIS FORM.

To opt-out of the settlement, you must complete, sign and send this form by fax, email, or first class U.S. Mail or equivalent, postage paid, to the Administrator using the contact information listed below. To be valid, a request for exclusion must be timely faxed, emailed, or postmarked on or before _____, **2025**.

Name of Settlement Administrator
Spencer, et al. v. Bel Aire Hospitality LLC
CLASS ACTION ADMINISTRATOR
Mailing Address
Email Address
Telephone No.
Fax No.

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): _____
LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER: _____

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING THIS FORM POST-MARKED, FAXED, OR EMAILED ON OR BEFORE _____, 2025.

I declare as follows: I have received notice of the proposed Settlement in this action, and I wish to be excluded from the Class and not to participate in the proposed Settlement. I understand that this means that I will not be bound by the Settlement and also will not share in the Settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the PAGA portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

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: _____

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 _____**, 2025**.

Name of Settlement Administrator
Spencer, et al. v. Bel Aire Hospitality LLC
CLASS ACTION ADMINISTRATOR
Mailing Address
Email Address
Telephone No.
Fax No.

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: _____

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Lipeles (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

Joseph P. Sklar, Esq. (SBN 336925)
joseph@landeggeresq.com
James M. Bacon, Esq. (SBN 350133)
james@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Blvd, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

BEL AIRE HOSPITALITY, LLC dba MOTEL 6 STANTON., a California corporation; and DOES 1-20, inclusive,

Defendants.

Case No: 30-2023-01304470-CU-OE-CX

[Assigned for all purposes to the Hon. David A. Hoffer in Dept. CX103]

AMENDMENT NO. 1 TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Complaint Filed: January 25, 2023

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

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

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

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

Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been

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

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

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

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

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

///

IT IS SO AGREED.

DATED: Jun 19, 2026

PLAINTIFF GREGORY EDGAR SPENCER

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

Gregory Edgar Spencer,
Individually and as Class Representative

DATED: _____

PLAINTIFF JENNIFER LYNN WOODRUFF

_____

Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: _____

DEFENDANT BEL AIRE HOSPITALITY LLC
DBA MOTEL 6 STANTON

_____

By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED:_____

LIPELES LAW GROUP, APC

_____

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

DATED: _____

LANDEGGER VERANO, ALC

_____

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

IT IS SO AGREED.

DATED: _____ PLAINTIFF GREGORY EDGAR SPENCER

_____
Gregory Edgar Spencer,
Individually and as Class Representative

DATED: Jun 18, 2026 PLAINTIFF JENNIFER LYNN WOODRUFF

Jennifer Lynn Woodruff
Jennifer Lynn Woodruff (Jun 18, 2026 23:10:00 PDT)

_____
Jennifer Lynn Woodruff,
Individually and as Class Representative

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

_____
By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED:_____ LIPELES LAW GROUP, APC

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

DATED: _____ LANDEGGER VERANO, ALC

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

IT IS SO AGREED.

DATED: _____ PLAINTIFF GREGORY EDGAR SPENCER

_____
Gregory Edgar Spencer,
Individually and as Class Representative

DATED: _____ PLAINTIFF JENNIFER LYNN WOODRUFF

_____
Jennifer Lynn Woodruff,
Individually and as Class Representative

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

_____
By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: June 22, 2026 LIPELES LAW GROUP, APC

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

DATED: _____ LANDEGGER VERANO, ALC

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

Docusign Envelope ID: 9E336D2C-6079-84C4-8096-1190AF992AF4

IT IS SO AGREED.

DATED: _____

PLAINTIFF GREGORY EDGAR SPENCER

_____

Gregory Edgar Spencer,
Individually and as Class Representative

DATED: _____

PLAINTIFF JENNIFER LYNN WOODRUFF

_____

Jennifer Lynn Woodruff,
Individually and as Class Representative

DATED: 6/23/2026

DEFENDANT BEL AIRE HOSPITALITY LLC
DBA MOTEL 6 STANTON

Signed by:
Sunesh Tewari
7687787413CC48F...

By: Sunesh Tewara, Managing Member

APPROVED AS TO FORM:

DATED: _____

LIPELES LAW GROUP, APC

_____

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

DATED: June 22,2026

LANDEGGER VERANO, ALC

_____

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