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Attorneys for Plaintiff Ene C. Hernandez, individually and on behalf of others similarly situated and similarly aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

ENE C. HERNANDEZ, individually and  
on behalf of others similarly situated and  
similarly aggrieved employees,

Plaintiffs,

v.

NORTHWEST HOTEL  
CORPORATION, an active California  
Corporation; and DOES 1 through 10,

Defendants.

Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE  
ACTION

*[Assigned to Hon. Lon F. Hurwitz  
in Dept. CX-103]*

**COMPENDIUM OF DECLARATIONS IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, CLASS  
REPRESENTATIVE'S ENHANCEMENT  
AWARD, CLASS COUNSEL  
ATTORNEYS' FEES AND COSTS,  
SETTLEMENT ADMINISTRATION  
COSTS, AND LWDA PAYMENT, BY: (1)  
HAIK HACOPIAN, (2) ZORIK  
MOORADIAN, (3) TANNER  
NICODEMUS, AND (4) ENE C.  
HERNANDEZ**

[FILED CONCURRENTLY WITH NOTICE  
OF MOTION AND MOTION FOR FINAL  
APPROVAL; (PROPOSED) ORDER]

Date: January 31, 2025

Time: 1:30 p.m.

Dept.: CX-103

# **Declaration of HAIK HACOPIAN**

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.  
4 I work for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff  
5 Ene C. Hernandez and have been appointed as Class Counsel in the class action lawsuit  
6 entitled *Ene C. Hernandez, individually and on behalf of others similarly situated and*  
7 *similarly aggrieved employees v. Northwest Hotel Corporation*, and bearing Orange County  
8 Superior Court Case No. 30-2023-01310267-CU-OE-CXC. I make this Declaration in support  
9 of Plaintiff's Motion for Final Approval based on my own personal knowledge and if called  
10 as a witness I could and would competently testify to the following facts stated herein.

11 2. I am a 2010 graduate of St. John's University School of Law. I was admitted  
12 to the New York State Bar in February of 2011 and was assigned Registration Number  
13 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned  
14 State Bar Number 282361 and have been active and in good standing since. I have  
15 been involved in the litigation of complex cases at all stages throughout my career including  
16 wage and hour class actions and representative PAGA actions. I am currently actively  
17 involved with numerous class action and PAGA matters in various litigation stages.

18 3. The following is a short title index of wage-and-hour class action cases  
19 in which I have represented and/or continue to represent named plaintiff in the capacity of co-  
20 counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v.  
21 Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities  
22 Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo  
23 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country  
24 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v.  
25 Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden  
26 Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building  
27 Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee  
28 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.

Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560; Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. I also know of no conflicts that would preclude Ms. Hernandez from continuing to serve as a Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement continues to remain fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,

1 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining  
2 class certification and maintaining class action status through trial, (iv) the total settlement  
3 amount of \$400,000 offered in settlement, (v) the discovery conducted by the Parties in this  
4 case, (vi) my experience with similar settlements in wage and hour class actions that have  
5 received court approval, (vii) the fact that the settlement was the result of arms' length  
6 negotiations between experienced counsel facilitated by Hon. Amy D. Hogue (ret.), a  
7 respected neutral mediator; and (viii) the overwhelmingly positive response from the class to  
8 date with nary an objection or exclusion request.

9         7.       The Parties have conducted investigation of the operative facts and applicable  
10 law during the pendency of the case through informal discovery. Specifically, Plaintiff  
11 received complete pay data (13,536 lines of data) and time data (280,999 lines of data) in  
12 electronic format for the class from the start of the Class Period through mediation. No class  
13 data was sampled. Also, prior to mediation, Plaintiff had the benefit of both variations of  
14 Defendant's Employee Handbook in effect during the Class Period as well as Plaintiff's  
15 personnel file. Plaintiff assessed and analyzed the data with expert assistance prior to  
16 mediation to inform potential exposure on asserted claims.

17         8.       On October 5, 2023, Plaintiff and Defendant participated in a full-day  
18 mediation before Hon. Amy D. Hogue (ret.). The Parties were able to reach a resolution at the  
19 mediation and executed a Memorandum of Understanding ("MOU"). The Parties ultimately  
20 entered into a long-form settlement agreement, a true and correct copy of which was submitted  
21 as part of Plaintiff's initial Preliminary Approval filing.

22         9.       This Court granted preliminary approval on August 2, 2024 and entered the  
23 Order Granting Motion for Preliminary Approval of Class Action and PAGA Settlement on  
24 August 23, 2024. Prior to the hearing, on December 29, 2023, Plaintiff filed her Motion for  
25 Preliminary Approval and supporting papers. On April 19, 2024, the Court issued a Minute  
26 Order re the Motion wherein supplemental briefing and revisions to the settlement papers were  
27 requested. On July 19, 2024, Plaintiff filed Supplemental Briefing responding to the Court's  
28 Minute Order. Therein, the operative Amended Class Action and PAGA Settlement

Agreement and Class Notice (“Settlement Agreement” or “S.A.”) was included as an exhibit. A true and correct copy of the August 27, 2024 Notice of Entry of Order Granting Preliminary Approval is attached hereto as **Exhibit “1”**.

10. This Settlement provides for NWH to pay the non-reversionary settlement amount of \$400,000 (“Gross Settlement Amount”), in addition to the employer share of payroll taxes on the wage component of this Settlement. S.A. ¶1.22. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount after deducting Class Counsel fees (\$140,000.00 or thirty-five percent of the Gross Settlement Amount), Class Counsel costs (\$13,033.98), the Enhancement Award to named Plaintiff (\$7,500.00), settlement administration costs (\$10,000.00), the LWDA’s 75% share of the PAGA allocation (\$22,500.00), and aggrieved employees 25% share of same (\$7,500.00). S.A. ¶1.28. The foregoing deductions from the Gross Settlement Amount result in an estimated Net Settlement Amount of \$199,466.02. The simple average class settlement payment calculates to \$459.60 (\$199,466.02 ÷ 434).

11. Although the Settlement Agreement provides that the Effective Date will be 10 days after entry of the Court’s order granting final approval of the Settlement and entry of judgment if there are no objections (S.A. ¶1.18), the Parties have met and conferred and that the Judgment will be final 61 days after the Judgment is entered or, if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment. The Class Notice communicated to the class has been revised accordingly.

12. This Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on August 2, 2024. No new circumstances have cast any doubt on the propriety of the preliminary approval determination.

13. Plaintiffs would likely encounter extreme difficulty in certifying most of the claims in this case because, while they may present substantial common liability issues, they also give rise to individual damages issues. As explained in the briefing in support of the Motion for Preliminary Approval, the primary claim for unpaid wages required significant

1 individual inquiries in the face of compliant time tracking and wage payment policies.  
2 Defendant contended that it satisfied their obligations under *Brinker*. Moreover, engaging in  
3 the inquiry of whether any late, short, or missed break was a result of employee choice or  
4 employer coercion would entail significant individualized inquiries affecting class treatment  
5 of the claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to  
6 comply with the law in any respect, or has any liability to any person or entity under the claims  
7 asserted in the lawsuit.

8         14. Various considerations bore heavily on the negotiations allowing for the  
9 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable  
10 compromise in view of the risks of further litigation.

11         15. An allocation method based on the number of workweeks worked during the  
12 Class Period is fair, adequate, and reasonable because it correlates to the extent of harm  
13 allegedly suffered based on the asserted claims.

14         16. A true and correct copy of my time and cost ledger for this matter is attached  
15 hereto as **Exhibit “2”**. My standard billing rate is \$450 per hour. The attached time entries  
16 represent at least 57.25 hours of work I have performed on this matter which brings my total  
17 lodestar to \$25,762.50 (57.25 x \$450). I generally log time entries both contemporaneously  
18 and through review of the case file to reconstruct time entries around specific tasks. I  
19 anticipate working an additional 4 hours through conclusion of this matter resulting in an  
20 additional lodestar of \$1,800.00. As also reflected by the attached ledger, I have incurred  
21 \$663.34 in costs.

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17. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated lodestar tallies to \$71,307.50. The application of a multiplier of 1.96 to that lodestar results in the \$140,000 requested fee award. ( $\$140,000 \div \$71,307.50 = 1.96$ ). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

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

Executed this 17th day of January 2025, in Calabasas, California.

/s/ Haik Hacobian  
Haik Hacobian, Declarant

1 Zorik Mooradian, Esq., CSB No. 136636

2 [zorik@mooradianlaw.com](mailto:zorik@mooradianlaw.com)

3 Haik Hacopian, Esq., CSB No. 282361

4 [haik@mooradianlaw.com](mailto:haik@mooradianlaw.com)

5 MOORADIAN LAW, APC

6 24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

7 Attorneys for: Plaintiff ENE C. HERNANDEZ, individually and on behalf of other  
8 persons similarly situated and other aggrieved employees

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

12 ENE C. HERNANDEZ, individually and  
13 on behalf of other persons similarly  
situated and other aggrieved employees,

14 Plaintiffs,

15 v.

16 NORTHWEST HOTEL  
17 CORPORATION; and DOES 1 through  
18 10,

19 Defendants.  
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Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Lon F.  
Hurwitz in Dept. CX-103]*

**NOTICE OF ENTRY OF ORDER  
GRANTING PRELIMINARY APPROVAL**

Final Approval Hearing Date: January 31, 2025  
Final Approval Hearing Time: 1:30 p.m.

Trial Date: None set.  
Action Filed: January 17, 2023

25 **TO THE COURT, PARTIES, THE LWDA, AND ATTORNEYS OF RECORD:**

26 **PLEASE TAKE NOTICE** that, on August 23, 2024, the Court in the above-entitled  
27 action entered the Order Granting Motion for Preliminary Approval of Class Action and  
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**NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY APPROVAL**

**EXHIBIT "1"**

1 PAGA Settlement, a true and correct copy of which is appended hereto. Plaintiff was ordered  
2 to give notice.

3  
4 Dated: Aug. 27, 2024

**MOORADIAN LAW, APC**

5 By: /s/Haik Hacopian  
6 **Zorik Mooradian,**  
7 **Haik Hacopian,**  
8 Attorneys for Plaintiff, individually and on  
9 behalf of other persons similarly situated  
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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**AUG 23 2024**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

ENE C. HERNANDEZ, individually and  
on behalf of other persons similarly  
situated and similarly aggrieved  
employees,

Plaintiffs,

v.

NORTHWEST HOTEL  
CORPORATION, an active California  
Corporation; and DOES 1 through 10,

Defendants.

Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE  
ACTION

*[Assigned to Hon. Lon F. Hurwitz in Dept.  
CX-103]*

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

Final Approval Hearing Date: Jan. 31, 2025  
Final Approval Hearing Time: 1:30 p.m.  
Dept.: CX-103

1 On August 2, 2024, the Court considered the motion of Plaintiff Ene C. Hernandez for  
2 preliminary approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class Counsel,  
4 having heard the presentation of Class Counsel and Defendant's counsel, having reviewed all of the  
5 submissions presented with respect to the proposed Settlement, having carefully considered the  
6 requirements for class certification, and having preliminarily determined that the Settlement is fair,  
7 adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

8 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant to Cal.  
9 Rules of Court, rule 3.769;

10 2. The Settlement, as set forth in the Amended Class Action and PAGA Settlement  
11 Agreement ("Settlement Agreement") (ROA #53, Exhibit "A" to Supplemental Declaration of Haik  
12 Hacopian), is in all respects fair, reasonable, adequate, and in the best interests of the Class, and it is  
13 preliminarily approved. Except as expressly set forth herein, the Parties shall effectuate the Settlement  
14 Agreement according to its terms. The Settlement Agreement, and every term and provision thereof,  
15 shall be deemed incorporated herein as if explicitly set forth and shall have full force of an Order of  
16 this Court;

17 3. The Court finds that the notice plan set forth in the Settlement Agreement constitutes  
18 the best notice practicable under the circumstances and shall constitute due and sufficient notice to the  
19 Class of the pendency of the Action, the terms of the Settlement Agreement, the Final Approval  
20 Hearing, and satisfies the requirements of California law and federal due process law;

21 4. The proposed Settlement Class is provisionally certified under Civ. Code § 382, with  
22 the Class consisting of:

23 All current and former hourly-paid and/or non-exempt employees of Defendant Northwest  
24 Hotel Corporation in California, including those at Howard Johnson Hotel and Water  
25 Playground, Courtyard Anaheim Theme Park Entrance, Courtyard by Marriot Fisherman's  
26 Wharf, and its corporate staff, employed during the Class Period (the period from March 3,  
27 2019, through February 5, 2024.)

28 5. Plaintiff Ene C. Hernandez is appointed as Class Representative;

1           6.       Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, are appointed as Class  
2 Counsel for the class;

3           7.       CPT Group, Inc., is appointed as the third-party administrator (“Settlement  
4 Administrator”);

5           8.       The proposed settlement of Plaintiff’s Private Attorneys General Act (the “PAGA”)   
6 claims is preliminarily approved;

7           9.       The proposed Class Notice, attached as Exhibit A to the Settlement Agreement, is  
8 approved and shall be disseminated according to the notice plan described in the Settlement  
9 Agreement and substantially in the form submitted;

10          10.      In conformity with the Class Notice, Class Members wishing to be excluded from the  
11 Settlement must submit a written request for exclusion requesting exclusion on or before the expiration  
12 of the opt out period (60 days after the date that the Class Notice is mailed);

13          11.      In conformity with the Class Notice, any Settlement Class Member who does not opt  
14 out of the Settlement may object to the settlement, either personally or through an attorney, orally at  
15 the Final Approval Hearing or by providing written notice that the Class Member is objecting to the  
16 Settlement Administrator, which written notice must be postmarked no later than 60 days after the  
17 date that the Class Notice is mailed;

18          12.      The Settlement Agreement, subject to final approval by the Court, contemplates  
19 Defendant funding a sum of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (“Gross  
20 Settlement Amount”), plus its employer share of payroll taxes. The Settlement Agreement further  
21 contemplates distribution of an estimated \$197,500 (“Net Settlement Amount”) to Settlement Class  
22 Members after the following deductions: (a) Court-approved attorneys’ fees to Class Counsel (35%),  
23 of not more than \$140,000; (b) Court-approved cost award to Class Counsel of not more than \$15,000;  
24 (c) Court-approved service award to Plaintiff of not more than \$7,500; (d) settlement administration  
25 costs to the Settlement Administrator of not more than \$10,000; (e) PAGA Payment to the LWDA of  
26 not more than \$22,500; and (f) PAGA Payment of not more than \$7,500 to Aggrieved Employees (“all  
27 current and former hourly-paid and/or non-exempt employees of NWH in California, including those  
28 at Howard Johnson Hotel and Water Playground, Courtyard Anaheim Theme Park Entrance,

1 Courtyard by Marriot Fisherman's Wharf, and its corporate staff, employed during the period from  
2 March 3, 2022 through February 5, 2024.")

3 13. A Final Approval Hearing will be held on **January 31, 2025 at 1:30 p.m.**, in  
4 Department CX-103 of the Civil Complex Center of the Orange County Superior Court located at 751  
5 West Santa Ana Boulevard, Santa Ana, California 92701, to determine if the proposed settlement  
6 should be granted final approval. The Court will hear all evidence and argument necessary to evaluate  
7 the Settlement, and will consider Plaintiff's request for Class Representative Service Payment, Class  
8 Counsel's request for Attorney's Fees, Class Counsel's request for Costs, payment to the LWDA, and  
9 payment to the Settlement Administrator. Any Class Member who complies with the procedures and  
10 requirements specified in the Class Notice may appear at the Final Approval Hearing;

11 14. Class Counsel is to file and serve the Motion for Final Approval of Class Action  
12 Settlement and for Award of Class Representative Service Award, Attorneys' Fees, Costs, payment  
13 to the LWDA, and payment to the Settlement Administrator, by January 17, 2025; and

14 15. The Court shall retain jurisdiction necessary to effectuate this Order and consider all  
15 further applications out of or in connection with the Settlement.

16 16. A copy of the Preliminary and Final Approval Orders/Judgments shall be posted on the  
17 administrator's website for access by Settlement Class Members, as noted in the Class Notice.

18  
19 Dated: **AUG 23 2024**

20 By: \_\_\_\_\_

21 Honorable Lon F. Hurwitz  
22 Judge of the Superior Court  
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On **August 27, 2024**, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

☒ **VIA E-MAIL OR ELECTRONIC TRANSMISSION** – Based on a court order or agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the above persons listed at their e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Haik Hacopian

**HAIK HACOPIAN - TIME AND COST LEDGER - HERNANDEZ v. HORTHWEST HOTEL CORP**

|      |    |    |       | MIN      | HRS |                                                                                                                                                                                    |
|------|----|----|-------|----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |    |    |       |          |     |                                                                                                                                                                                    |
| 2022 | 11 | 8  | Hours |          | 140 | 2.33                                                                                                                                                                               |
|      |    |    |       |          |     | Initial review of case intake, docs fr client, assess re potential lawsuit and proper defendants, and related research incl personnel, time, payroll records and employee handbook |
| 2022 | 11 | 18 | Hours |          | 20  | 0.33                                                                                                                                                                               |
|      |    |    |       |          |     | Ph call with co-counsel re case                                                                                                                                                    |
| 2022 | 12 | 8  | Hours |          | 100 | 1.67                                                                                                                                                                               |
|      |    |    |       |          |     | Review and analyze doc production by employer for client                                                                                                                           |
| 2023 | 3  | 3  | Hours |          | 90  | 1.50                                                                                                                                                                               |
|      |    |    |       |          |     | Prep case initialing pleadings and file lawsuit                                                                                                                                    |
| 2023 | 3  | 6  | Costs | \$62.41  |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | OneLegal Lawsuit Filing Charges                                                                                                                                                    |
| 2023 | 3  | 7  | Hours |          | 40  | 0.67                                                                                                                                                                               |
|      |    |    |       |          |     | Prep PAGA Notice letter                                                                                                                                                            |
| 2023 | 3  | 7  | Costs | \$4.78   |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | Postage Certified Mail for PAGA Notice                                                                                                                                             |
| 2023 | 3  | 7  | Costs | \$75.00  |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | LWDA PAGA Notice Fee                                                                                                                                                               |
| 2023 | 3  | 14 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Retrieve, index, and circulate conformed case pleadings                                                                                                                            |
| 2023 | 5  | 8  | Hours |          | 45  | 0.75                                                                                                                                                                               |
|      |    |    |       |          |     | Prep and file First Amended Complaint and FA Summons                                                                                                                               |
| 2023 | 5  | 9  | Hours |          | 45  | 0.75                                                                                                                                                                               |
|      |    |    |       |          |     | Review Ct Minute Order re Init CMC and calendar related dates and reminders and assess re next steps on file, prep service of process order to Defendant                           |
| 2023 | 5  | 9  | Costs | \$15.65  |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | OneLegal Amended Complaint Filing Charges                                                                                                                                          |
| 2023 | 5  | 11 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Review and respond to initial email fr def counsel and fwd FAC                                                                                                                     |
| 2023 | 5  | 22 | Costs | \$117.11 |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | OneLegal Sub-Service Filing Charges (Def. NWH)                                                                                                                                     |
| 2023 | 6  | 12 | Hours |          | 10  | 0.17                                                                                                                                                                               |
|      |    |    |       |          |     | Attn to Answer to FAC                                                                                                                                                              |
| 2023 | 6  | 23 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Prep and circulate draft jt report                                                                                                                                                 |
| 2023 | 6  | 27 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Review mediation confirmation and calendar related dates and deadlines                                                                                                             |
| 2023 | 6  | 27 | Costs | \$16.68  |     | 0.00                                                                                                                                                                               |
|      |    |    |       |          |     | OneLegal Joint Statement Filing Charges                                                                                                                                            |
| 2023 | 6  | 30 | Hours |          | 10  | 0.17                                                                                                                                                                               |
|      |    |    |       |          |     | Review ct minute order re continuance and update case calendar                                                                                                                     |
| 2023 | 8  | 10 | Hours |          | 90  | 1.50                                                                                                                                                                               |
|      |    |    |       |          |     | Review and assess file to prep for mediation, email to def counsel re informal discovery                                                                                           |
| 2023 | 8  | 16 | Hours |          | 10  | 0.17                                                                                                                                                                               |
|      |    |    |       |          |     | Follow up re informal discovery                                                                                                                                                    |
| 2023 | 9  | 20 | Hours |          | 150 | 2.50                                                                                                                                                                               |
|      |    |    |       |          |     | Review and asses mediation production from Defendant and send follow up email                                                                                                      |
| 2023 | 9  | 20 | Hours |          | 45  | 0.75                                                                                                                                                                               |
|      |    |    |       |          |     | Draft email to expert re parameters and mediation analysis project                                                                                                                 |
| 2023 | 9  | 27 | Hours |          | 50  | 0.83                                                                                                                                                                               |
|      |    |    |       |          |     | Further mediation prep and follow ups with expert                                                                                                                                  |
| 2023 | 9  | 28 | Hours |          | 60  | 1.00                                                                                                                                                                               |
|      |    |    |       |          |     | Work on mediation brief                                                                                                                                                            |
| 2023 | 9  | 29 | Hours |          | 40  | 0.67                                                                                                                                                                               |
|      |    |    |       |          |     | Conference call with client to prep for mediation                                                                                                                                  |
| 2023 | 10 | 3  | Hours |          | 90  | 1.50                                                                                                                                                                               |
|      |    |    |       |          |     | Further work on mediation brief and finalize and submit                                                                                                                            |
| 2023 | 10 | 4  | Hours |          | 80  | 1.33                                                                                                                                                                               |
|      |    |    |       |          |     | Review and assess expert damage analysis and email correspondence with expert re refinements, further mediation prep                                                               |
| 2023 | 10 | 5  | Hours |          | 480 | 8.00                                                                                                                                                                               |
|      |    |    |       |          |     | Attend full day mediation and work on MOU and execute                                                                                                                              |
| 2023 | 11 | 1  | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Attn to file re next steps and email follow up with def counsel re draft long form agreement                                                                                       |
| 2023 | 11 | 12 | Hours |          | 60  | 1.00                                                                                                                                                                               |
|      |    |    |       |          |     | Review and mark up of draft long-form agreement                                                                                                                                    |
| 2023 | 11 | 13 | Hours |          | 45  | 0.75                                                                                                                                                                               |
|      |    |    |       |          |     | Further review and mark up of agreement and return to def counsel, further review of def counsel's response to redlines                                                            |
| 2023 | 11 | 16 | Hours |          | 30  | 0.50                                                                                                                                                                               |
|      |    |    |       |          |     | Further updates to long form and emails w def counsel re same                                                                                                                      |
| 2023 | 11 | 20 | Hours |          | 40  | 0.67                                                                                                                                                                               |
|      |    |    |       |          |     | Review and mark up draft class notice                                                                                                                                              |
| 2023 | 11 | 28 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Email to staff re final settlement docs and scheduling conference with client to review                                                                                            |
| 2023 | 11 | 28 | Hours |          | 15  | 0.25                                                                                                                                                                               |
|      |    |    |       |          |     | Emails w def counsel re agreement execution and PA mtn filing                                                                                                                      |

|      |    |    |       |         |     |      |                                                                                                                               |
|------|----|----|-------|---------|-----|------|-------------------------------------------------------------------------------------------------------------------------------|
| 2023 | 11 | 30 | Hours |         | 65  | 1.08 | Ph Conference with client re settlement docs                                                                                  |
| 2023 | 11 | 14 | Hours |         | 15  | 0.25 | Emails to potential admins seeking quotes                                                                                     |
| 2023 | 12 | 20 | Hours |         | 180 | 3.00 | Work on prelim approvl mtn                                                                                                    |
| 2023 | 12 | 21 | Hours |         | 90  | 1.50 | Work on prelim approvl mtn                                                                                                    |
| 2023 | 12 | 22 | Hours |         | 90  | 1.50 | Work on prelim approvl mtn and circulate draft to def counsel                                                                 |
| 2023 | 12 | 29 | Hours |         | 120 | 2.00 | Further work on PA mtn incl decs ISO, finalize and file                                                                       |
| 2024 | 1  | 3  | Hours |         | 10  | 0.17 | Prep and circulate draft jt report                                                                                            |
| 2024 | 1  | 3  | Costs | \$81.54 |     | 0.00 | OneLegal Prelim Apprvl Mtn Filing Charges                                                                                     |
| 2024 | 1  | 4  | Costs | \$19.77 |     | 0.00 | OneLegal Status Conf Filing Charges                                                                                           |
| 2024 | 3  | 5  | Hours |         | 10  | 0.17 | Attn to Minute Order fr Ct re continuance and calendar update                                                                 |
| 2024 | 4  | 18 | Hours |         | 40  | 0.67 | Review file and papers to prep for PA hearing                                                                                 |
| 2024 | 4  | 19 | Hours |         | 20  | 0.33 | Review and submission on tentative, emails with def counsel and co-counsel                                                    |
| 2024 | 4  | 25 | Hours |         | 30  | 0.50 | Prep Ntc of Ruling re PA and serve and upload to LWDA                                                                         |
| 2024 | 4  | 30 | Costs | \$21.82 |     | 0.00 | OneLegal Notice Filing Charges                                                                                                |
| 2024 | 7  | 10 | Hours |         | 200 | 3.33 | Work on amended settlement agreement, notice, supp brief and dec ISO, draft cover email to def counsel summarizing changes    |
| 2024 | 7  | 17 | Hours |         | 20  | 0.33 | Finalize amended papers for signature                                                                                         |
| 2024 | 7  | 19 | Hours |         | 25  | 0.42 | Finalize and file supplemental PA papers                                                                                      |
| 2024 | 7  | 19 | Costs | \$21.83 |     | 0.00 | OneLegal Supp. Brief Filing Charges                                                                                           |
| 2024 | 8  | 5  | Hours |         | 20  | 0.33 | Package prelim approvl and notice docs to admin CPT                                                                           |
| 2024 | 8  | 13 | Hours |         | 15  | 0.25 | Respond to admin request re clarifications re settlement and follow up re long-form PA order                                  |
| 2024 | 8  | 15 | Hours |         | 20  | 0.33 | Ph call w ct clerk re re-submitting PA order with FA date, email to def counsel re same                                       |
| 2024 | 8  | 15 | Costs | \$22.85 |     | 0.00 | OneLegal Proposed Order Filing Charges                                                                                        |
| 2024 | 8  | 23 | Hours |         | 10  | 0.17 | Re-submit PO per clerk rejection                                                                                              |
| 2024 | 8  | 23 | Costs | \$22.85 |     | 0.00 | OneLegal Proposed Order Filing Charges                                                                                        |
| 2024 | 8  | 26 | Hours |         | 20  | 0.33 | Retrieve long-form PA order and circulate to admin                                                                            |
| 2024 | 8  | 26 | Costs | \$17.71 |     | 0.00 | OneLegal Proposed Order Filing Charges                                                                                        |
| 2024 | 8  | 28 | Hours |         | 25  | 0.42 | Prep ntc of entry of order granting PA and serve, upload to LWDA                                                              |
| 2024 | 8  | 28 | Costs | \$21.83 |     | 0.00 | OneLegal Notice Filing Charges                                                                                                |
| 2024 | 8  | 29 | Hours |         | 20  | 0.33 | Review admin timeline fr CPT and confirm compliance with SA and respond                                                       |
| 2024 | 8  | 29 | Hours |         | 40  | 0.67 | Review settlement and respond to def counsel email concerning effective date, propose edit to class notice and related emails |
| 2024 | 9  | 6  | Hours |         | 20  | 0.33 | Review and approve CPT admin calculation                                                                                      |
| 2024 | 11 | 15 | Hours |         | 15  | 0.25 | Review 11/15 min order re FA motion and x-reference with apprvl papers and assess re next steps                               |
| 2024 | 11 | 18 | Hours |         | 40  | 0.67 | Review file and prep stip to reset FA hearing, circulate to def counsel for approval, and file                                |
| 2024 | 11 | 21 | Hours |         | 15  | 0.25 | Review ct approval of stip and assess re further steps on file                                                                |
| 2024 | 11 | 22 | Costs | \$41.51 |     | 0.00 | OneLegal Stip and Order Filing Charges                                                                                        |
| 2024 | 11 | 25 | Hours |         | 10  | 0.17 | Review conformed stip recalendaring FA motion and notify def counsel                                                          |
| 2025 | 1  | 14 | Hours |         | 15  | 0.25 | Review and redline draft admin decl                                                                                           |
| 2025 | 1  | 15 | Hours |         | 120 | 2.00 | Work on Final Apprvl Mtn                                                                                                      |
| 2025 | 1  | 16 | Hours |         | 120 | 2.00 | Work on Final Apprvl Mtn                                                                                                      |
| 2025 | 1  | 17 | Hours |         | 120 | 2.00 | Work on Final Apprvl Mtn, finalize and file                                                                                   |
| 2025 | 1  | 17 | Costs | \$80.00 |     |      | OneLegal Final Apprvl Mtn Filing Charges (est.)                                                                               |
| 2025 | 1  | 17 | Costs | \$20.00 |     |      | OneLegal Notice of Ruling Filing Charges (est.)                                                                               |

|  |  |  |  |                 |      |              |  |
|--|--|--|--|-----------------|------|--------------|--|
|  |  |  |  | <b>\$663.34</b> | 3435 | <b>57.25</b> |  |
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# **Declaration of ZORIK MOORADIAN**

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**DECLARATION OF ZORIK MOORADIAN**

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Ene C. Hernandez and have been appointed as Class Counsel in the class action lawsuit entitled *Ene C. Hernandez, individually and on behalf of others similarly situated and similarly aggrieved employees v. Northwest Hotel Corporation*, and bearing Orange County Superior Court Case No. 30-2023-01310267-CU-OE-CXC. I make this Declaration in support of Plaintiff's Motion for Final Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden

1 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803;  
2 Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants  
3 Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.  
4 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v.  
5 Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535;  
6 Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo  
7 Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas  
8 Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property  
9 Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering,  
10 Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim  
11 Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.  
12 Township Retail Services/19STCV19105; Hernandez v. Resource Employment  
13 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v.  
14 Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza  
15 v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796;  
16 Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated  
17 Staffing/19STCV29817; Enriquez v. Johnny Rockets Group/19STCV43986; Ibarra v. DCX-  
18 CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474;  
19 Nunez v. Wonderland Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt.  
20 Associates/30-2019-01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-  
21 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/  
22 19STCV11434; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./  
23 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro  
24 Security/19STCV21114; Bueno v. Proto Homes/19STCV20011; Cazarez v. S. Carrol  
25 Massie, Inc./23STCV23844; Cazarez v. Southern California Pizza Co., LLC/23STCV23179;  
26 Cervantez v. DRE Workforce/22STCV270670; Diaz v. Paris Valley/22CVP-0244; Enrique  
27 v. Johnny Rockets Group, Inc./19STCV43986; Esquivel v. Bodega Latina  
28 Corp./22STCV02622/Felipe v. One Stop Employment Services/21STCV39327; Fernandez

1 v. World Flight Services/23STCV23197; Garcia v. Fresh Grill/22STCV08228; Hernandez v.  
2 N.W. Hotel Corp./30-2023-01310267; Jimenez v. Cargo/22STCV08228; Lemus v. PDA  
3 Group/21STCV40242; Maldenado v. McKessons/22STCV41086; Martinez v. Pharaoh  
4 Staffing, LLC/22STCV41086; Mendez v. ABM/23STCV11446; Mendoza v. Big Lot/30-  
5 2019-01047135; Merino v. Coast Sign, Inc./30-2023-01305781; Morales v. Phenix  
6 Enterprises, Inc./23STCV06594; Muniz v. Lot Management/22STCV32901; Ramirez v. H  
7 Mart Logistics/23STCV06670; Romero v. Partners Personnel/22STCV22509; Salazar v.  
8 Staffmark/21STCV39663 and 21STCV31753; Sanchez v. Recessroom/30-2022-01244194;  
9 Sepulveda v. Walmart/30-2022-01278658; Toledo v. Universal Molding  
10 Company/22STCV06965; Vargas v. Sincere Orient Commercial Corp./22STCV08311;  
11 Zapeta v. HR Service Group/22STCV07872; Panduro v. Inland Fuels Corp./23STCV04486;  
12 and Rodriguez v. Relentless Landcare/30-2023-01366648.

13 4. I am familiar with California wage and hour law and the laws governing the  
14 alleged violations in this matter, including but not limited to: California Labor Code Sections  
15 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,  
16 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California  
17 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare  
18 Commission, and the Private Attorneys General Act.

19 5. I have been appointed as class counsel on behalf of the settlement class. I  
20 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as  
21 Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Hernandez  
22 from continuing to serve as the Class Representative in this matter.

23 6. As a result of my prior experience as class counsel in other wage and hour  
24 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed  
25 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria  
26 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed  
27 settlement continues to remain fair to the class, reasonable and more than adequate in view  
28 of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,

1 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining  
2 class certification and maintaining class action status through trial, (iv) the total settlement  
3 amount of \$400,000 offered in settlement, (v) the discovery conducted by the Parties in this  
4 case, (vi) my experience with similar settlements in wage and hour class actions that have  
5 received court approval, (vii) the fact that the settlement was the result of arms' length  
6 negotiations between experienced counsel facilitated by Hon. Amy D. Hogue (ret.), a  
7 respected neutral mediator; and (viii) the exclusively positive response from the class with  
8 nary an objection or exclusion request.

9         7. Plaintiff Hernandez signed a single retainer with my office. The Retainer  
10 Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of  
11 course, subject to court approval of class wide issues. The Retainer Agreement also had a  
12 provision for recovery of costs in relation to the representation.

13         8. As for the representation of the individual rights of Ms. Hernandez, a proposed  
14 retainer agreement for recovery of fees could be 35% of the gross recovery. That would be  
15 consistent with the market rate, and there is no reason to believe that, if any of the other 434  
16 class members had signed an individual retainer, it would be any different.

17         9. In almost all the mediations that I have attended, a one-third to 35% attorney  
18 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court  
19 approval. In this matter, the Parties agreed that Class Counsel may request up to 35% and  
20 Defendant would not oppose the same.

21         10. Notice was provided to each of the Settlement Class Members that the  
22 attorneys would be seeking attorney fees in the amount of \$140,000 or 35% of the settlement.  
23 The fact that no Class Member had any objection to the settlement or any of its terms, speaks  
24 pretty strongly to the notion that the Class is extremely happy with the settlement.

25         11. It is beyond any reasonable dispute that, if my office had been able to negotiate  
26 directly with the class members, the class would have found that a 35% fee arrangement was  
27 eminently reasonable.  
28

1           12.     The fees received from one case, are often used to finance and move forward  
2 other cases that have failed and bring in revenue for my office.

3           13.     The initial intake and interview of the client was on August 11, 2022. For  
4 more than two years, two attorneys from our office have moved the case forward on the  
5 docket, with this court's assistance. My hourly rate is \$650. Attached hereto as **Exhibit "1"**  
6 is a true and correct copy of my time and cost ledger for this matter which reflects 62.30  
7 hours of work. My lodestar thus calculates to \$40,495 (\$650 x 62.30). Between now and final  
8 distribution, I anticipate working an additional 5 hours on this file, or an additional \$3,750  
9 lodestar. As also reflected by the attached cost ledger, I have incurred \$12,370.64 in necessary  
10 and reasonable costs.

11           14.     While it's generally true that the greater the attorney fees, the less funds there  
12 will be for distribution to class members as damages, nevertheless, a balance must be  
13 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the  
14 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results  
15 and the case law support that the settlement was fair, reasonable and adequate. The class had  
16 an affirmative response to the settlement, where there was not a single objection or exclusion  
17 request. In light of the favorable settlement, giving more money to the class after an excellent  
18 settlement had been achieved punishes the attorneys without whom such a settlement would  
19 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do  
20 well is potentially sending the wrong message and serves as a disincentive and unjustly  
21 enriches the class that has already received a fair and adequate amount of benefits.

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15. It is important that Ms. Garcia is paid a fair amount for her services to the class and out of 434 employees, she was the only ones that stepped forward stuck with the case for over a two year period. If it was not for her, the \$400,000 settlement would not have been obtained for the class.

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

Executed on January 17, 2025 in Calabasas, California.

/s/ Zorik Mooradian  
Zorik Mooradian

**MOORADIAN LAW, APC****Mooradianlaw.com****24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030**

| Attorney Zorik Mooradian/Case #: 30-2023-01310267 |                 |                   |                                                                                                                                                                   |
|---------------------------------------------------|-----------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date</b>                                       | <b>\$ Costs</b> | <b>Atty. Hrs.</b> | <b>Activity on File/Case</b>                                                                                                                                      |
| 8/11/2022                                         |                 | 0.50              | Public search of records and previous cases, including Bloomberg data and the larger group of hospitality owners/managing agents following initial call with Ena. |
| 8/11/2022                                         |                 | 0.20              | Receipt and review of Earnings Statements from Ena and W-2s                                                                                                       |
| 8/25/2022                                         |                 | 1.20              | Conference call with client. Filled out the Intake Form. Memo to File and follow up search of the data and review of records.                                     |
| 10/31/2022                                        |                 | 0.50              | Preparation and meeting for execution of Retainer and Authorization                                                                                               |
| 11/3/2022                                         | \$ 15.64        |                   | Cost of Certified Mailing of two LC 226 Letters to Employer                                                                                                       |
| 11/3/2022                                         |                 | 0.80              | Drafted LC226 letter and Personnel File/to Northwest Hotel Corp and office meeting with staff regarding issues/causes/due diligence.                              |
| 11/18/2022                                        |                 | 0.70              | Office meeting/conference call with staff and co-counsel re class claims                                                                                          |
| 11/21/2022                                        |                 | 0.20              | Communications with employer re extensions for production of records and acknowledgment of LC226                                                                  |
| 12/8/2022                                         |                 | 1.30              | Received and reviewed/analysis of LC226 payroll data from Employer                                                                                                |
| 12/13/2022                                        |                 | 0.20              | Review of Memo and Notes re Conf. call with Ena earlier in the day                                                                                                |
| 12/24/2022                                        |                 | 0.20              | Review of Memo and Notes re Conf. call with Ena earlier in the day                                                                                                |
| 2/14/2023                                         |                 | 0.20              | Review of Memo and Notes re Conf. call with Ena earlier in the day                                                                                                |
| 3/2/2023                                          |                 | 1.50              | Attention to file re Causes of Action/class wide claims/research/Class complaint draft review                                                                     |
| 3/3/2023                                          |                 | 0.10              | Notice of Posting Jury Fees                                                                                                                                       |
| 3/3/2023                                          |                 | 1.00              | Attention to summons, class action complaint, etc.                                                                                                                |
| 3/3/2023                                          | \$1,585         |                   | Lawsuit Complex, Filing, and Jury Fees                                                                                                                            |
| 3/15/2023                                         |                 | 1.10              | Review of file and drafted a status letter to Ena Hernandez with Spanish translation, also provided copies of the operative pleadings, etc.                       |
| 3/15/2023                                         |                 | 0.70              | Review file and analysis of claims and supportive data                                                                                                            |
| 5/8/2023                                          |                 | 0.50              | Attention to the First Amended Complaint                                                                                                                          |
| 5/11/2023                                         |                 | 0.20              | Review file and letter from Littler firm                                                                                                                          |
| 6/6/2023                                          |                 | 1.20              | Review file/conference call with Defense counsel/analysis of data/memo to file re liability and damages                                                           |
| 6/12/2023                                         |                 | 0.70              | Received and reviewed Answer to FAC/office meeting re further actions                                                                                             |
| 6/17/2023                                         |                 | 0.20              | Exchange re selection of Mediator                                                                                                                                 |
| 6/23/2023                                         |                 | 0.20              | Exchange regarding Joint Statement of Parties                                                                                                                     |
| 6/27/2023                                         |                 | 0.20              | Communications with Signature Resolutions                                                                                                                         |
| 6/30/2023                                         |                 | 0.10              | Received Minute Order, continuing CMC from 7/5/23 to 1/10/24                                                                                                      |
| 8/16/2023                                         |                 | 0.30              | Report to client re status and memo to file re 10/5/23 mediation                                                                                                  |
| 8/18/2023                                         |                 | 0.40              | Exchange with co counsel and defense counsel re class data, records, etc.                                                                                         |
| 9/1/2023                                          |                 | 0.30              | Call and email exchange re data for the Mediation                                                                                                                 |
| 9/12/2023                                         |                 | 0.30              | Follow up exchange with defense counsel/co counsel re mediation data                                                                                              |
| 9/20/2023                                         |                 | 0.70              | Review of Memo re parameters of consultant's asst. and conf. call                                                                                                 |
| 9/22/2023                                         |                 | 0.50              | Exchange with the defense counsel                                                                                                                                 |

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|            |             |      |                                                                                                                                                                                                          |
|------------|-------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9/28/2023  |             | 4.30 | Attention to Mediation preparation, analysis of data, brief, etc.                                                                                                                                        |
| 9/29/2023  |             | 0.20 | Review of Memo and Notes re Conf. call with Ena earlier in the day                                                                                                                                       |
| 9/29/2023  |             | 3.50 | Attention to Mediation preparation, analysis of data, brief, etc.                                                                                                                                        |
| 10/1/2023  |             | 0.20 | Exchange re mediation data                                                                                                                                                                               |
| 10/3/2023  | \$ 7,450.00 |      | Check No. 22280 paid to Signature Resolutions/Judge Amy Hogue (Ret.)                                                                                                                                     |
| 10/3/2023  |             | 3.20 | Review of the produced records for mediation and submitted to Berger                                                                                                                                     |
| 10/3/2023  |             | 0.80 | Attention to Mediation Brief                                                                                                                                                                             |
| 10/3/2023  |             | 1.00 | Conference call and review file in preparation for the Mediation                                                                                                                                         |
| 10/4/2023  |             | 5.50 | Mediation preparation. Receipt of Berger analysis and data/calls                                                                                                                                         |
| 10/4/2023  |             | 1.40 | Exchange re data and analysis with co counsel and consultant                                                                                                                                             |
| 10/5/2023  |             | 8.00 | Mediation participation with Judge Amy Hogue (Ret.), conference calls with client and review and finalization of a Memorandum of Understanding                                                           |
| 11/10/2023 |             | 0.10 | Notice of Change of Address, etc. from Littler                                                                                                                                                           |
| 12/2/2023  |             | 1.30 | Final Review and proofread the Settlement Agreement - 20 pages.                                                                                                                                          |
| 12/4/2023  |             | 1.20 | Attention to the Settlement Agreement                                                                                                                                                                    |
| 12/7/2023  |             | 1.00 | Call with client. Review of Signed documents, agreement and Declaration.                                                                                                                                 |
| 12/7/2023  |             | 0.70 | Conf. call and communications with Ena/Signing of the Set. Agt.                                                                                                                                          |
| 12/21/2023 |             | 1.80 | Attention to the Motion for Preliminary Approval                                                                                                                                                         |
| 12/28/2023 |             | 3.20 | Final proof read of Prelim. Approval, Declaration prep., etc.                                                                                                                                            |
| 1/8/2024   |             | 0.10 | Receipt and review of the Minute Order cont. CMC from 1/10/24 to 3/15/24                                                                                                                                 |
| 1/16/2024  | \$ 3,320.00 |      | Check No. 22419 paid to consultant/Berger Consulting                                                                                                                                                     |
| 3/5/2024   |             | 0.30 | Receipt and review of the court's Minute Order/Prel. App. cont. to 4/19/24, call with co counsel and notes to file                                                                                       |
| 4/19/2024  |             | 0.80 | Review of the Tentative and calls on file re same. Receipt and review of the 6 page Minute Order of the Court with observations and notice of continuance of the CMC to 8/2/24                           |
| 4/25/2024  |             | 0.20 | Notice of Entry of Prelim. Approval Order/Memo to file/Status Report                                                                                                                                     |
| 6/3/2024   |             | 0.10 | Joint Report/seeking to vacate 1/10/24 CMC                                                                                                                                                               |
| 7/15/2024  |             | 0.60 | Exchange with defense counsel re redlined documents to be submitted in conformity with 4/19/24 Order re Prelim. Approval                                                                                 |
| 7/18/2024  |             | 1.00 | Review and examination of the Supplemental Briefing prepared by co counsel for filing tomorrow in support of the court's Prelim. Approval Minute Order                                                   |
| 8/2/2024   |             | 0.80 | Received and attention to file re Tentative and final Prelim. Approval Minute Order of the Court, approving the class settlement and setting deadlines for filing and Final Approval Hearing on 11/15/24 |
| 8/5/2024   |             | 0.10 | Communication with CPT re Prelim. Approval                                                                                                                                                               |
| 8/14/2024  |             | 0.20 | Attention to administrative timeline from CPT                                                                                                                                                            |
| 8/23/2024  |             | 0.10 | Receipt and review of the Order Granting Motion for Prelim. Approval                                                                                                                                     |
| 8/27/2024  |             | 0.20 | Received and calendared revised administrative timeline from CPT                                                                                                                                         |
| 9/6/2024   |             | 0.20 | Exchange with CPT and notice of completion of mailers/to class                                                                                                                                           |

**MOORADIAN LAW, APC****Mooradianlaw.com****24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030**

|            |                     |              |                                                                                                                                        |
|------------|---------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 9/11/2024  |                     | 0.20         | Exchange re filing of the Final Approval papers                                                                                        |
| 9/13/2024  |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 9/27/2024  |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 10/11/2024 |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 11/1/2024  |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 11/8/2024  |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 11/15/2024 |                     | 0.20         | Received and reviewed Minute Order of 11/15/24, and comm. With co counsel re correction of OSC/re-setting of Final App. n 1/31/25      |
| 11/15/2024 |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 11/18/2024 |                     | 0.20         | Review and comm. Re Stipulation and Order/re-set 1/31/25 for Final Approval. Response to the OSC Re Sanctions/Clarification            |
| 11/19/2024 |                     | 0.50         | Drafted letter to all counsel re 1/31/25 Final approval and need to reach out jointly to the court to address OSC re April continuance |
| 11/22/2024 |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 11/25/2024 |                     | 0.50         | Call with cocounsel and status report to Ena re Final Approval                                                                         |
| 11/28/2024 |                     | 0.20         | Exchange re filing of the Final Approval papers                                                                                        |
| 12/7/2024  |                     | 0.20         | Attention to the Declaration of Ena Hernandez                                                                                          |
| 12/20/2024 |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 12/27/2024 |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 1/10/2025  |                     | 0.10         | Review of CPT Weekly Report for this period                                                                                            |
| 1/16/2025  |                     | 1.00         | Attn to Final Approval papers                                                                                                          |
|            | <b>\$ 12,370.64</b> | <b>62.30</b> |                                                                                                                                        |

**Declaration of  
TANNER NICODEMUS**

1 I, Tanner Nicodemus, declare as follows:  
2

3 1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class  
4 action Settlement Administrator for *Hernandez v. Northwest Hotel Corporation*. I have  
5 personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could  
6 and would testify competently to such facts.

7 2. CPT has extensive experience in providing notice of class actions and  
8 administering class action settlements. In the past 30 plus years, we have provided notification  
9 and/or settlement administration services in over one thousand class action cases. CPT was  
10 selected by both parties to provide notice of the settlement and process exclusions in this action.  
11 In this capacity, CPT was charged with administering the settlement terms and conditions  
12 detailed herein, including but not limited to:

- 13 a) preparing, printing and mailing the Notice of Class Action Settlement  
14 (herein referred to as “Notice Packet”);
  - 15 b) processing undeliverable mail and locating updated addresses for Class Members;
  - 16 c) establishing and maintaining a toll-free case hotline where Class Members can speak  
17 to case representatives regarding case specific questions;
  - 18 d) receiving inquiries and other communications about the settlement;
  - 19 e) establishing and maintaining a case email address where Class Members can email  
20 with case representatives regarding case specific questions;
  - 21 f) establishing a case specific static website with key dates and documents;
  - 22 g) processing Class Members’ inquiries about the Notice Packet, and Disputes,  
23 Requests for Exclusion, and Objections;
  - 24 h) providing Class Counsel and Counsel for Defendant a declaration attesting to the  
25 completion of the notice process, in addition to weekly updates during the response  
26 period;
- 27  
28

- i) establishing and administering a qualified settlement fund to disburse all settlement payments;
- j) calculating Individual Settlement Payments for each Class Member;
- k) issuing and distributing Class Counsel's Fees and Costs, the Class Representative Service Payment, the LWDA Payment and Individual Settlement Payments to Class Members;
- l) completing any associated tax withholding and reporting to the State and Federal tax authorities;

3. CPT received the Court-approved text for the Notice Packet from Counsel on August 6, 2024.

4. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of a 7-page Notice of Class Action Settlement in English and Spanish. CPT received approval from the Parties and a sufficient number of Notice Packets were printed according to the anticipated class size. Attached hereto as Exhibit "A" is a true and correct copy of the Notice Packet.

5. On August 6, 2024, CPT received a data file from Defendant containing each Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The mailing list contained four hundred thirty-four (434) Class Members, of which two hundred ninety-two (292) are also PAGA eligible as Aggrieved Employees.

6. On September 5, 2024, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four years and notifies the U.S. Postal Service of their change of address. As a result of the NCOA, CPT was able to locate twenty one (21) new or updated addresses.

7. The Notice Packets were enclosed in envelopes with the names and known addresses printed on them. On September 6, 2024, the Notice Packets were mailed via U.S.

1 First-Class mail to all Class Members. The deadline to submit disputes, requests for exclusion  
2 or objections was November 5, 2024.

3 8. As of this date, zero (0) Notices have been returned by the post office.

4 9. As of the date of this declaration, CPT has not received any disputes.

5 10. As of the date of this declaration, CPT has not received any written objections to  
6 the Settlement.

7 11. As of the date of this declaration, CPT has not received any written requests for  
8 exclusion.

9 12. Since CPT has not received any written requests for exclusion from the  
10 settlement, CPT will report that a total of 434 Class Members will be issued an Individual  
11 Settlement Payment, which represents a 100.00% participation rate.

12 13. Pursuant to the Settlement Agreement, If Workweeks through preliminary  
13 approval of the Settlement exceed the Workweeks estimation of 29,507 by more than 10%  
14 (2,951 Workweeks), Defendant shall have an option to either (1) have the Released Claims be  
15 released only for 29,507 Workweeks or (2) increase the Gross Settlement Amount on a pro-rata  
16 basis equal to the percentage increase in the number of Workweeks worked by the Class  
17 Members above 32,438. As the Settlement covers 32,110 workweeks, the escalator clause is not  
18 triggered.

19 14. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was  
20 used to calculate the settlement payment amount for each Participating Class Member. The Net  
21 Settlement Amount is calculated as set forth below:

|    |                                               |                     |
|----|-----------------------------------------------|---------------------|
| 22 | <b>Gross Settlement Amount</b>                | <b>\$400,000.00</b> |
| 23 |                                               |                     |
| 24 | Less Attorneys' Fees (Requested)              | - \$140,000.00      |
| 25 | Less Attorneys' Expenses (Maximum)            | - \$15,000.00       |
| 26 | Less Service Payment to Plaintiff (Requested) | - \$7,500.00        |
| 27 | Less PAGA Payment to the LWDA                 | - \$22,500.00       |
| 28 |                                               |                     |

|                                             |                      |
|---------------------------------------------|----------------------|
| Less PAGA Fund to Aggrieved Employees       | - \$7,500.00         |
| <u>Less Settlement Administration Costs</u> | <u>- \$10,000.00</u> |
| <b>Remaining Net Settlement Amount</b>      | <b>\$197,500.00</b>  |

15. Prior to the deduction of employee-side state and federal taxes, the average settlement payment is estimated to be \$455.07. The highest settlement payment is estimated to be \$1,580.74 and the lowest estimated payment is \$6.15. Plaintiff's settlement payment is \$325.99.

16. Prior to the deduction of employee-side state and federal taxes, the average PAGA payment is estimated to be \$25.68. The highest PAGA payment is estimated to be \$44.40 and the lowest estimated payment is \$0.94. Plaintiff's PAGA payment is \$0.00.

17. CPT will charge a total of \$10,000.00 in costs associated with the administration of the settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this 16<sup>th</sup> day of January 2025 at Irvine, California.

*Tanner Nicodemus*  
**Tanner Nicodemus**

# EXHIBIT A

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

*Ene Hernandez. v. Northwest Hotel Corporation, Case No. 30-2023-01310267-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 the settlement of an employment class action lawsuit (“Action”) against Northwest Hotel Corporation (“NWH”) for alleged wage and hour violations. The Action was filed by former NWH employee Ene Hernandez (“Plaintiff”) and seeks payment of back wages, meal and rest period premiums, penalties, and other relief on behalf of all current and former hourly-paid and/or non-exempt employees of NWH in California, including those at Howard Johnson Hotel and Water Playground, Courtyard Anaheim Theme Park Entrance, Courtyard by Marriot Fisherman’s Wharf, and its corporate staff (“Class Members”) who worked for NWH at least one day in the State of California during the Class Period (March 3, 2019 through February 5, 2024). The Action also seeks penalties under the California Private Attorneys General Act (“PAGA”) on behalf of Aggrieved Employees, defined as Class Members who worked for NWH at least one day in the State of California between March 3, 2022 through February 5, 2024 (the “PAGA Period.”)

The proposed Settlement has two main parts: (1) a Class Settlement in which NWH will fund Individual Class Payments, and (2) a PAGA Settlement in which NWH will fund Individual PAGA Payments and separately will pay an amount to the California Labor and Workforce Development Agency (“LWDA”).

Based on NWH’s records, and the Parties’ current calculations, **your Individual Class Payment is estimated to be \$<<IndSettAmt>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndPAGAAmt>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on NWH’s records showing that **you worked <<IndWrkWks>> workweeks** during the Class Period and **you worked <<IndPayPer>> pay periods** during the PAGA Period. If you believe that you worked more workweeks or 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires NWH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against NWH.

If you worked for NWH during the Class Period and/or the PAGA Period, you have two 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 NWH.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. 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 NWH, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**NWH 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**

|                                                                       |                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don’t Have to Do Anything to Participate in the Settlement</b> | 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 NWH that are covered by this Settlement (Released Claims). |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is November 5, 2024</b></p>                                        | <p>If you don't want to 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 not be a Class Member, and will no longer be eligible for an Individual Class Payment, and cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. NWH must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>                                                     |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by November 5, 2024</b></p> | <p>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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the January 31, 2025, Final Approval Hearing</b></p>                                                                                               | <p>The Court's Final Approval Hearing is scheduled to take place on January 31, 2025, at 1:30 p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                    |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by November 5, 2024</b></p>                            | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to NWH's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 5, 2024. See Section 4 of this Notice.</p>                                                                                                                                        |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former hourly employee of NWH. The Action accused NWH of violating California labor laws by failing to pay minimum wage, overtime, failing to provide meal periods, rest breaks, or pay meal or rest period premiums, reimbursement for business expenses, failing to pay wages timely, not paying all wages due at termination, not providing accurate wage statements, and of unfair competition in violation of Business and Professions Code section 17200, et seq. Based on the same labor code claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Zorik Mooradian and Haik Hacopian of Mooradian Law, APC ("Class Counsel").

NWH denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether NWH or Plaintiff are correct on the merits. In the meantime, Plaintiff and NWH hired a retired judge as a 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 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, Plaintiff and NWH 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, NWH does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) NWH 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. NWH Will Pay \$400,000 as the Gross Settlement Amount (Gross Settlement). NWH 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 Payment, 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"). If the Court grants Final Approval, the Parties have agreed for NWH to fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the Effective Date, which is 61 days after the Judgment is entered or, if the Judgment is timely appealed, the date of final resolution of any appeal of the Judgment.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval hearing, Plaintiff 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 \$140,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - b. Up to \$7,500 as a Class Representative Award to named Plaintiff for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - c. Up to \$10,000 to the Administrator for services administering the Settlement.
  - d. Up to \$30,000 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 timely objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in the 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. Plaintiff and NWH are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to penalties, interest, and liquidated damages ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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 Plaintiff and NWH 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 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 and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the moneys will be donated to the "Second Harvest Food Bank of Orange County," a 501(c)(3) nonprofit organization.

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 November 5, 2024, 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 November 5, 2024, 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 NWH.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against NWH based on the facts 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. Plaintiff and NWH have agreed that, in either case, the Settlement will be void: NWH will not pay any money and the Class Members will not release any claims against NWH.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also assist with Class Member Challenges over Workweeks in consultation with Class Counsel and counsel for NWH, 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 NWH 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 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 NWH and the Released Parties (defined below) for wages statutory and civil penalties, damages and liquidated damages, premiums, interest, restitution, injunctive relief, fees and costs, based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members (including Plaintiff), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from:

The Claims set forth in the Action, including, but not limited to: (1) Failure to pay minimum and regular rate wages; (2) Failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to provide accurate itemized wage statements; (7) Violation of Business and Professions Code § 17200, et seq.; (8) Failure to reimburse for necessary business expenses; (9) Failure to Pay Vacation Wages Due at Termination, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiff or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, and 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq.; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions;

Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action;

Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and based on the alleged Labor Code violations.

10. Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and NWH has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against NWH and the Released Parties, 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 NWH and the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The Labor Workforce Development Agency, State of California, in addition to all Aggrieved Employees, and Plaintiff Hernandez as a proxy for the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are set forth in the Action or which could have been asserted predicated on the same or similar facts alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action for violations of California Labor Code sections 201, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, and 2802, and applicable IWC Wage Orders.

11. Released Parties. The Released Parties are Northwest Hotel Corporation, and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant, including but not limited to Raymond J. Powers Executor F/T Estate of James P. Edmondson dba Courtyard by Marriot at Fisherman's Wharf.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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 \$7,500 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 NWH's records, are stated in the first page of this Notice. You have until November 5, 2024, 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 mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenges by sending copies of pay stubs or other records. The Administrator will accept NWH's calculation of Workweeks and/or Pay Periods based on NWH's records as accurate unless you send copies of the records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Court will resolve Workweek and/or Pay Period challenges based on your submission and on input from the Administrator, Class Counsel (who will advocate on behalf of Participating Class Members), and NWH's Counsel.

#### 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 who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**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 a written and signed letter with your name, present address, telephone number, and a clear statement that you do not want to participate in the Settlement. 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 *Ene Hernandez v. Northwest Hotel Corporation*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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 November 5, 2024, 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 Plaintiff and NWH are asking the Court to approve. At least 14 calendar days before the January 31, 2025, Final Approval Hearing, Class Counsel and/or Plaintiff 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 Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as the Class Representative Service Payment. 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 [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement) or the Court's website <https://www.occourts.org/>.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object to voice their concern. **The deadline for sending written objections to the Administrator is November 5, 2024.** 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 as *Ene Hernandez v. Northwest Hotel Corporation* and include your name, current address, telephone number, and approximate dates of employment for NWH 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 January 31, 2025 at 1:30 p.m. in Department CX-103 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Boulevard, Santa Ana, CA 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, Plaintiff, 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 via <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>. 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 [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

**9. HOW CAN I GET MORE INFORMATION?**

The Settlement Agreement sets forth everything NWH and Plaintiff 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 CPT Group's website at [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement). 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 [civilwebshopping.occourts.org](http://civilwebshopping.occourts.org) and entering the Case Number for the Action, Case No. 30-2023-01310267-CU-OE-CXC. Please note that you will be charged for accessing court records online. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Courthouse by calling (657) 622-5800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**Class Counsel:

Names of Attorneys: Zorik Mooradian, Haik Hacopian

Email Address: [zorik@mooradianlaw.com](mailto:zorik@mooradianlaw.com), [haik@mooradianlaw.com](mailto:haik@mooradianlaw.com)

Name of firm: Mooradian Law APC

Mailing Address: 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302

Telephone: (818) 487-1998

Settlement Administrator:

Name of Company: CPT Group

Email Address: [nwhsettlement@cptgroup.com](mailto:nwhsettlement@cptgroup.com)

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Toll Free Number: 1-(888)-735-2899

Fax Number: (949) 419-3446

**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.

**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 NWH 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.

**AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DE LA CORTE**

*Ene Hernandez. v. Northwest Hotel Corporation, Case No. 30-2023-01310267-CU-OE-CXC*

***La Corte Superior para el Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!  
No es correo basura, spam, publicidad o solicitud de un abogado. Usted no está siendo demandado.***

Usted puede ser elegible para recibir dinero del acuerdo de una demanda colectiva de empleo (“Demanda”) en contra de Northwest Hotel Corporation (“NWH,” por sus siglas en inglés) por las supuestas violaciones de salarios y horarios. La Demanda fue presentada por la empleada anterior de NWH Ene Hernandez (“Demandante”) y solicita el pago de salarios atrasados, las primas de los períodos de comida y de descanso, sanciones y otras compensaciones en nombre de todos los empleados actuales y anteriores pagados por hora y/o no exentos de NWH en California, incluyendo aquellos en Howard Johnson Hotel and Water Playground, Courtyard Anaheim Theme Park Entrance, Courtyard by Marriot Fisherman’s Wharf, y su personal corporativo (“Miembros de la Clase”) que trabajaron para NWH al menos un día en el Estado de California durante el Período de la Clase (del 3 de marzo del 2019 hasta el 5 de febrero del 2024). La Demanda también solicita sanciones conforme a la Ley General de Abogados Privados de California (“PAGA,” por sus siglas en inglés) en nombre de los Empleados Agraviados, definidos como Miembros de la Clase que trabajaron para NWH por lo menos un día en el Estado de California entre el 3 de marzo del 2022 hasta el 5 de febrero del 2024 (el “Período de PAGA”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase en el cual NWH financie los Pagos Individuales de la Clase, y (2) un Acuerdo de PAGA en el cual NWH financie los Pagos Individuales de PAGA y pagará por separado una cantidad a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés).

Según los registros de NWH, y las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima ser de \$<<IndSettAmt>> (menos las retenciones) y su Pago Individual de PAGA se estima ser de \$<<IndPAGAAmt>>.** La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores.

Las estimaciones anteriores se basan en los registros de NWH que muestran que **usted trabajó <<IndWrkWks>> semanas de trabajo** durante el Período de la Clase y **usted trabajó <<IndPayPer>> períodos de pago** durante el Período de PAGA. Si usted cree que trabajó más semanas de trabajo o períodos de pago durante cualquiera de los dos períodos, usted puede presentar una disputa antes de la fecha límite. Ver la Sección 4 de este Aviso.

La Corte ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. La Corte aún no ha decidido si concederá la aprobación final. Sus derechos legales son afectados tanto si actúa o no actúa. Lea este Aviso cuidadosamente. Se considerará que lo ha leído atentamente y entendido. En la Audiencia de Aprobación Final, la Corte decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará a la Demandante y a los abogados de la Demandante (“Abogados de la Clase”). La Corte también decidirá si dicta una sentencia que obligue a NWH hacer pagos según el Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos de afirmar ciertos reclamos en contra de NWH.

Si usted trabajó para NWH durante el Período de la Clase y/o el Período de PAGA, usted tiene dos opciones básicas según el Acuerdo:

- (1) **No Hacer Nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual de PAGA. Sin embargo, como un Miembro Participante de la Clase, usted renunciará a su derecho de afirmar reclamos salariales del Período de la Clase y reclamos de las sanciones del Período de PAGA en contra de NWH.
- (2) **Excluirse del Acuerdo de la Clase.** Usted puede excluirse del Acuerdo de la Clase (“optar por excluirse”) presentando la Solicitud de Exclusión por escrito o de otro modo notificando al Administrador por escrito. Si opta por excluirse del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamos salariales del Período de la Clase en contra de NWH, y, si es un Empleado Agraviado, seguirá siendo elegible para recibir un Pago Individual de PAGA. No puede optar por excluirse de la porción de PAGA del Acuerdo propuesto.

**NWH no tomará represalias en contra de usted por cualquier acción que tome con respecto al Acuerdo propuesto.**

**RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO**

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo</b>                                                                                                                                            | Si usted no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual de PAGA (si lo hay). A cambio, usted renunciará a su derecho de afirmar los reclamos salariales en contra de NWH que están cubiertos por este Acuerdo (Reclamos Liberados).                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Usted Puede Optar Por Excluirse del Acuerdo de la Clase, Pero No del Acuerdo de PAGA</b>                                                                                                                   | Si no desea participar en el Acuerdo propuesto, usted puede optar por excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, ya no será un Miembro de la Clase y ya no será elegible para un Pago Individual de la Clase, y no puede objetar a ninguna porción del Acuerdo propuesto. Ver la Sección 6 de este Aviso.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>La Fecha Límite de Exclusión es el 5 de noviembre del 2024</b>                                                                                                                                             | Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. NWH debe pagar los Pagos Individuales de PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de presentar los Reclamos Liberados (definidos a continuación).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Los Miembros Participantes de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA</b><br><br><b>Las Objeciones Escritas Deben Ser Presentadas antes del 5 de noviembre del 2024</b> | Todos los Miembros de la Clase que no opten por la exclusión (“Miembros Participantes de la Clase”) pueden objetar a cualquier aspecto del Acuerdo propuesto. La decisión de la Corte sobre la aprobación final del Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y a la Demandante que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a la Demandante, pero cada dólar pagado a los Abogados de la Clase y a la Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o a la Demandante si considera que no son razonables. Ver la Sección 7 de este Aviso. |
| <b>Usted Puede Participar en la Audiencia de Aprobación Final del 31 de enero del 2025</b>                                                                                                                    | La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el 31 de enero del 2025, a la 1:30 p.m. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Ver la Sección 8 de este Aviso.                                                                                                                                                                                                                                                                        |
| <b>Usted Puede Disputar El Cálculo De Sus Semanas De Trabajo/Períodos de Pago</b><br><br><b>Las Disputas Escritas Deben Ser Presentadas antes del 5 de noviembre del 2024</b>                                 | Las cantidades de su Pago Individual de la Clase y el Pago de PAGA (si lo hay) dependen de cuántas semanas de trabajo usted trabajó por lo menos un día durante el Período de la Clase y cuántos Períodos de Pago usted trabajó por lo menos un día durante el Período de PAGA, respectivamente. El número de Semanas de Trabajo del Período de la Clase y el número de Períodos de Pago del Período de PAGA que usted trabajó según los registros de NWH se indican en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, usted debe disputarla antes del 5 de noviembre del 2024. Ver la Sección 4 de este Aviso.                                                                                                                                       |

**1. ¿DE QUÉ SE TRATA ESTA DEMANDA?**

El Demandante es un empleado anterior pagado por hora de NWH. La Demanda acusó a NWH de violar las leyes laborales de California al no pagar el salario mínimo, las horas extras, no proporcionar los periodos de comida, los periodos de descanso, o de pagar las primas de los periodos de comida o de descanso, el reembolso de los gastos de negocios, no pagar los salarios a tiempo, no pagar todos los salarios adeudados a la terminación, no proporcionar las declaraciones salariales precisas, y de la competencia desleal en violación de la sección 17200 y siguientes del Código de Negocios y Profesiones. Sobre la base de los mismos reclamos del código laboral, la Demandante también ha afirmado un reclamo por sanciones civiles conforme a la Ley General de Abogados Privados de California (§§ 2698, y siguientes del Código Laboral) (“PAGA,” por sus siglas en inglés). El Demandante está representado por los abogados en la Demanda: Zorik Mooradian y Haik Hacopian de Mooradian Law, APC (“Abogados de la Clase”).

NWH niega firmemente haber violado ninguna ley ni haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables.

## 2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, la Corte no ha hecho ninguna determinación sobre si NWH o la Demandante tienen la razón sobre los méritos. Mientras tanto, la Demandante y NWH contrataron a un juez retirado como un mediador neutral en un esfuerzo para resolver la Demanda mediante la negociación para poner fin al caso mediante un acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de una extensa resolución del acuerdo por escrito (“Acuerdo”) y acordando solicitar conjuntamente a la Corte que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, la Demandante y NWH han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final de la Corte. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de los reclamos en disputa. Al aceptar llegar a un acuerdo, NWH no admite ninguna violación ni concede el mérito de ningún reclamo.

La Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) NWH ha acordado pagar una cantidad justa, razonable y adecuada considerando la fuerza de los reclamos y los riesgos e incertidumbres de un litigio continuo; y (2) el acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados. La Corte aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado; autorizó este Aviso; y programó una audiencia para determinar la Aprobación Final.

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

1. NWH Pagará \$400,000 como la Cantidad Bruta del Acuerdo (Acuerdo Bruto). NWH ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales de PAGA, el Pago de Servicio de la Representante de la Clase, los honorarios y gastos de abogados de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés). Si la Corte concede la Aprobación Final, la Partes han acordado que NWH financie el Acuerdo Bruto no más de 14 días después de que la Sentencia dictada por la Corte sea definitiva. La Sentencia será definitiva en la Fecha Efectiva, que es 61 días después de que se dicte la Sentencia o, si la Sentencia se apela oportunamente, la fecha de resolución final de cualquier apelación de la Sentencia.
2. Deducciones Aprobadas por la Corte del Acuerdo Bruto. En la Audiencia de Aprobación Final, la Demandante y/o los Abogados de la Clase le pedirán a la Corte que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades serán decididas por la Corte en la Audiencia de Aprobación Final:
  - a. Hasta \$140,000 (el 35% del Acuerdo Bruto) a los Abogados de la Clase para los honorarios de abogados y hasta \$15,000 para sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir ningún pago.
  - b. Hasta \$7,500 como una Adjudicación de la Representante de la Clase a la Demandante nombrada por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. La Adjudicación de Servicio de la Representante de la Clase será el único dinero que la Demandante recibirá aparte del Pago Individual de la Clase y cualquier Pago Individual de PAGA de la Demandante.
  - c. Hasta \$10,000 al Administrador por servicios de administrar el Acuerdo.
  - d. Hasta \$30,000 para las Sanciones de PAGA, asignadas como el 75% al Pago de PAGA de la LWDA y el 25% a los Pagos Individuales de PAGA a los Empleados Agraviados sobre la base de sus Períodos de Pago de PAGA.

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

3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por la Corte, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando los Pagos Individuales de la Clase a los Miembros Participantes de la Clase según sus Semanas de Trabajo del Período de la Clase.

4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. La Demandante y NWH solicitan a la Corte que apruebe una asignación del 33% de cada Pago Individual de la Clase a salarios sujetos a impuestos (“Porción Salarial”) y del 67% a sanciones, intereses y daños liquidados (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en las Formas W-2 del IRS. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios para los propósitos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de la Clase en las Formas 1099 del IRS.

Aunque la Demandante y NWH han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos sobre cualquier Pago recibido del Acuerdo propuesto. Usted debe consultar con un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Es Necesario Cobrar Pronto Los Cheques De Pago. El anverso de cada cheque emitido para los Pagos Individuales de Clase y los Pagos Individuales de PAGA mostrará la fecha en que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque se cancelará automáticamente, y el dinero se donará al “Second Harvest Food Bank of Orange County,” una organización sin fines de lucro 501(c)(3).
6. Solicitudes de Exclusión del Acuerdo de la Clase (Optar por la Exclusión). Usted será tratado como un Miembro Participante de la Clase, participando completamente en el Acuerdo de la Clase, a menos de que notifique al Administrador por escrito, a no más tardar el 5 de noviembre del 2024, que desea excluirse. La manera más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes del Fecha Límite de Respuesta del 5 de noviembre del 2024. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, su dirección actual, su número de teléfono y una declaración simple en la que elija ser excluido del Acuerdo. Los Miembros de la Clase excluidos (es decir, los Miembros de la Clase No Participantes) no recibirán los Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamos por salarios y horarios en contra de NWH.

Usted no puede optar por excluirse de la porción de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase (Miembros de la Clase No Participantes) siguen siendo elegibles para los Pagos Individuales de PAGA y son requeridos a renunciar a su derecho de afirmar reclamos de PAGA en contra de NWH según los hechos alegados en la Demanda.

7. El Acuerdo Propuesto será Nulo si la Corte Niega la Aprobación Final. Es posible que la Corte se niegue a conceder la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que la Corte dicte una Sentencia que sea revocada en apelación. La Demandante y NWH han acordado que, en cualquier caso, el Acuerdo será nulo: NWH no pagará ningún dinero y los Miembros de la Clase no liberarán ningún reclamo en contra de NWH.
8. Administrador. La Corte ha designado a una compañía neutral, CPT Group, Inc (el “Administrador”) para que envíe este Aviso, calcule y realice los pagos, y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también ayudará con las Disputas de los Miembros de la Clase sobre las Semanas Laborales en consulta con los Abogados de la Clase y los abogados de NWH, enviará y reenviará por correo los cheques del acuerdo y las formas fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se indica en la Sección 9 de este Aviso.
9. Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y NWH haya financiado totalmente el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase estarán legalmente prohibidos de afirmar cualquiera de los reclamos liberados bajo el Acuerdo. Esto significa que, a menos de que usted haya optado por excluirse de manera válida del Acuerdo de la Clase, no podrá demandar, continuar demandando ni ser parte de ninguna otra demanda en contra de NWH y las Partes Liberadas (definidas a continuación) por salarios legales y sanciones civiles, daños y perjuicios y daños liquidados, primas, intereses, restitución, medidas cautelares, honorarios y costos, basados en los hechos del Período de la Clase y sanciones de PAGA basadas en los hechos del Período de PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros Participantes de la Clase estarán obligados por la siguiente liberación:

Todos los Miembros Participantes de la Clase (incluyendo el Demandante), en su nombre y en el de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de:

Los Reclamos establecidos en la Demanda, incluyen, pero no limitados a: (1) No pagar salarios mínimos y regulares; (2) No pagar la compensación de las horas extras; (3) No proporcionar los períodos de comida o proporcionar las primas en su lugar; (4) No proporcionar los períodos de descanso o proporcionar las primas en su lugar; (5) No pagar los salarios a tiempo a la terminación; (6) No proporcionar las declaraciones salariales precisas y detalladas; (7) Violación de la § 17200, y siguientes, del Código de Negocios y Profesiones; (8) No reembolsar los gastos de negocios necesarios; (9) No pagar los salarios de vacaciones adeudados a la terminación, y aquellas reclamos basados en los mismos o similares hechos y/o reclamos alegados en las Demandas; así como cualquier reclamo que pudiera haber sido alegado que surja de los mismos o similares hechos relacionados con la Demandante o la clase putativa, y reclamos por intereses, sanciones (incluyendo pero no limitado a sanciones por el tiempo de espera); así como cualquier reclamo bajo el Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial de California (específicamente por violaciones secciones 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, y 2802 del Código Laboral de California, y las Ordenes Salariales aplicables de la Comisión de Bienestar Industrial, y el Título 8, sección 11000 y siguientes del Código de Reglamentos de California; o que podrían haberse alegado conforme a los mismos o similares hechos, alegaciones y/o reclamos alegados en las Demandas;

Cualquier reclamo de desagravio por mandato judicial, desagravio declaratorio, restitución, alegado o que podría haberse alegado conforme a los hechos, alegaciones y/o reclamos alegados en las demandas presentadas como parte de la Demanda;

Cualquiera y todos los reclamos bajo la ley común de California, la ley federal, y el Código de Negocios y Profesiones de California alegados en o que podrían haber sido alegados bajo los mismos o similares hechos, alegatos y/o reclamos alegados en la Demanda y basados en las supuestas violaciones del Código Laboral.

10. Liberación de los Empleados Agraviados de PAGA. Después de que la Sentencia de la Corte sea definitiva, y NWH haya pagado el Acuerdo Bruto y pagado por separado los impuestos sobre la nómina del lado del empleador, todos los Empleados Agraviados estarán prohibidos de afirmar reclamos de PAGA en contra de NWH y las Partes Liberadas, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluyendo aquellos que son Miembros Participantes de la Clase y aquellos que opten por excluirse del Acuerdo de Clase, no pueden demandar, continuar demandando o participar en ningún otro reclamo de PAGA en contra de NWH y las Partes Liberadas basado en los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Las Liberaciones de los Empleados Agraviados para los Miembros Participantes y No Participantes de la Clase son las siguientes:

Se considera que la Agencia para el Desarrollo de la Fuerza Laboral, Estado de California, además de todos los Empleados Agraviados, y el Demandante Hernández como apoderado de la LWDA liberan, en nombre de sí mismos y de sus respectivos anteriores y actuales representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas de los reclamos por sanciones civiles conforme a la Ley General de Abogados Privados de California de 2004 (§§ 2698, y siguientes del Código Laboral) que se establecen en la Demanda o que podrían haberse afirmado sobre la base de los mismos hechos o hechos similares alegados en la Demanda y/o cualquier carta de PAGA enviada a LWDA por la Demandante en o antes de la Demanda por violaciones de las secciones 201, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1 y 2802 del Código Laboral de California, y las Órdenes Salariales aplicables de la Comisión de Bienestar Industrial (“IWC,” por sus siglas en inglés).

11. Partes Liberadas. Las Partes Liberadas son Northwest Hotel Corporation, y cualquiera de sus pasadas, presentes y futuras matrices directas o indirectas, subsidiarias, predecesoras, sucesoras y afiliadas, así como cada uno de sus pasados, presentes y futuros funcionarios, directores, empleados, socios, miembros, accionistas y agentes, abogados, aseguradores, reaseguradores, y cualquier individuo o entidad que pudiera ser responsable conjuntamente con el Demandado, incluyendo pero no limitado a Raymond J. Powers Ejecutor F/T Estate de James P. Edmondson dba Courtyard by Marriot en Fisherman's Wharf.

#### 4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro Participante de la Clase individual.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$7,500 por el número total de Periodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Periodos de Pago de PAGA trabajados por cada Empleado Agraviado individual.
3. Disputas de las Semanas de Trabajo/Periodos de Pago. El número de Semanas de Trabajo de la Clase que usted trabajó durante el Periodo de la Clase y el número de Periodos de Pago de PAGA que usted trabajó durante el Periodo de PAGA, según se indica en los registros de NWH, se indican en la primera página de este Aviso. Usted tiene hasta el 5 de noviembre del 2024, para disputar el número de Semanas de Trabajo y/o Periodos de Pago que se le acreditaron. Usted puede presentar su disputa firmando y enviando una carta al Administrador por correo, correo electrónico o fax. En la Sección 9 de este Aviso se encuentra la información de contacto del Administrador.

Usted necesita apoyar su disputa enviando copias de los talones de pago u otros registros. El Administrador aceptará el cálculo de NWH de Semanas de Trabajo y/o Periodos de Pago basado en los registros de NWH como precisos a menos de que usted envíe copias de registros que contengan información contraria. Usted debe enviar copias en lugar de originales porque los documentos no serán devueltos a usted. La Corte resolverá las disputas de Semanas de Trabajo y/o Periodos de Pago sobre la base de su presentación y de los aportes del Administrador (que abogarán en nombre de los Miembros Participantes de la Clase) y de los Abogados de NWH.

#### 5. ¿CÓMO SE ME PAGARÁ?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no opte por no participar), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual de PAGA.
2. Miembros de la Clase No Participantes. El Administrador enviará, por correo de EE. UU., un solo cheque del Pago Individual de PAGA a cada Empleado Agraviado que opte por excluirse del Acuerdo de la Clase (es decir, cada Miembro de la Clase No Participante).

**Su cheque se enviará a la misma dirección que este Aviso. Si cambia su dirección, asegúrese de notificar al Administrador lo más pronto posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.**

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

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá sobre la base de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Ene Hernandez v. Northwest Hotel Corporation*, e incluir sus datos de identificación, (su nombre completo, dirección, número de teléfono, las fechas aproximadas de empleo, y el número de seguro social para los propósitos de verificación). Usted debe presentar la solicitud por sí mismo. Si otra persona hace la solicitud por usted, no será válida. **Usted debe enviar al Administrador su solicitud para ser excluido antes del 5 de noviembre del 2024, o no será válida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

#### 7. ¿CÓMO OBJETO AL ACUERDO?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar al Acuerdo. Antes de decidir si desea objetar, tal vez desee ver lo que la Demandante y NWH le están pidiendo a la Corte que apruebe. Al menos 14 días naturales antes de la

Audiencia de Aprobación Final del 31 de enero del 2025, los Abogados de la Clase y/o la Demandante presentarán ante la Corte (1) una Petición de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición para los Honorarios, Gastos de Litigio y el Pago de Servicio declarando (i) la cantidad que los Abogados de la Clase están solicitando para los honorarios y gastos de litigio de los abogados; y (ii) la cantidad que la Demandante está solicitando como el Pago de Servicio de la Representante de la Clase. Una vez que lo soliciten razonablemente, los Abogados de la Clase (cuya información de contacto se indica en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. Usted también puede verlos en el sitio web del Administrador en [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement) o el sitio web de la Corte en <https://www.occourts.org/>.

Un Miembro Participante de la Clase que no esté de acuerdo con algún aspecto de la Resolución del Acuerdo, la Petición para la Aprobación Final y/o la Petición para los Honorarios, Gastos de Litigio y el Pago de Servicio puede desear objetar para expresar su preocupación. **La fecha límite para enviar objeciones por escrito al Administrador es el 5 de noviembre del 2024.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Asegúrese de identificar la Demanda como *Ene Hernandez v. Northwest Hotel Corporation* e incluir su nombre, su dirección actual, número de teléfono y las fechas aproximadas de empleo para NWH y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar por su propia cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicar a la Corte a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Vea la Sección 8 de este Aviso (inmediatamente a continuación) para más detalles sobre la Audiencia de Aprobación Final.

## 8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el 31 de enero del 2025 a la 1:30 p.m. en el Departamento CX-103 de la Corte Superior del Condado de Orange, Civil Complex Center, ubicada en 751 West Santa Ana Boulevard, Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, a la Demandante y al Administrador. La Corte invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a presentar sus comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea personalmente o de manera virtual mediante <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>. Consulte el sitio web de la Corte para obtener la información más actualizada.

Es posible que la Corte re programe la Audiencia de Aprobación Final. Usted debe consultar el sitio web del Administrador en [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement) de antemano o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

## 9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

La Resolución del Acuerdo establece todo lo que NWH y la Demandante han prometido hacer conforme al Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de CPT Group en [www.cptgroupcaseinfo.com/nwhsettlement](http://www.cptgroupcaseinfo.com/nwhsettlement). Usted también puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web de la Corte Superior visitando [civilwebshopping.occourts.org](http://civilwebshopping.occourts.org) e ingresando el Número de Caso de la Demanda, Número de Caso 30-2023-01310267-CU-OE-CXC. Por favor, tenga en cuenta que se le cobrará por acceder los registros de la corte en línea. También puede hacer una cita para revisar personalmente los documentos de la corte en la Oficina del Secretario en la Sala de la Corte del Condado de Orange llamando al (657) 622-5800.

### NO LLAME POR TELÉFONO A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

#### Abogados de la Clase:

Nombres de los Abogados: Zorik Mooradian, Haik Hacopian

Correo Electrónico: [zorik@mooradianlaw.com](mailto:zorik@mooradianlaw.com), [haik@mooradianlaw.com](mailto:haik@mooradianlaw.com)

Nombre del Despacho de Abogados: Mooradian Law APC

Dirección Postal: 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302

Teléfono: (818) 487-1998

Administrador del Acuerdo:

Nombre de la Compañía: CPT Group

Correo Electrónico: [nwhsettlement@cptgroup.com](mailto:nwhsettlement@cptgroup.com)

Dirección Postal: 50 Corporate Park, Irvine, CA 92606

Número de Teléfono Gratuito: 1-(888)-735-2899

Número de Fax: (949) 419-3446

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

Si usted pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que usted solicite un reemplazo antes de la fecha de anulación que se indica en el anverso del cheque original.

**11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?**

Para recibir su cheque, usted debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

**POR FAVOR, NO CONTACTE AL SECRETARIO DE LA CORTE, AL JUEZ O A NWH CON PREGUNTAS.**

Las declaraciones en este documento no son conclusiones de una corte de justicia. Estas declaraciones no son una expresión de opinión ni la aprobación de un juez. Este aviso se basa únicamente en las declaraciones de las Partes en esta Demanda. Usted ha recibido este aviso para ayudarle a decidir qué pasos tomar, si los hay, con respecto a esta Demanda.

**Declaration of  
ENE C. HERNANDEZ**

**DECLARATION OF ENE C. HERNANDEZ**

I, Ene C. Hernandez, hereby declare as follows:

1. I am a named Plaintiff in the wage and hour class action lawsuit entitled *Ene C. Hernandez v. Northwest Hotel Corporation* and bearing case number 30-2023-01310267-CU-OE-CXC of the Orange County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Northwest Hotel Corporation at their Howard Johnson Hotel in Anaheim from 1996 until my separation around August 24, 2022. I worked as a non-exempt hourly housekeeping employee.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt hourly employees of Northwest Hotel Corporation in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt hourly employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this matter since August of 2022. In the period I have been involved in this matter, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences

1 speaking to my attorneys and their staff which included my periodic follow ups about the case.  
2 I have also spent time looking for documents and sending documents. I have also spent time  
3 reviewing the settlement agreement as well as this declaration.

4 7. In total, I estimate that I have spent approximately 6-7 hours to date  
5 participating in this case.

6 8. I understand that the parties have agreed to a \$7,500 service award to me for  
7 coming forward and participating in this case and for providing a release of claims to Defendant  
8 which includes more claims than what the other class members are releasing. I also understand  
9 that any amounts payable to me must be approved by the Court.

10 9. I understand that the money associated with uncashed checks in this case will  
11 be donated to a non-profit organization, the Second Harvest Food Bank of Orange County. I  
12 have no financial interest in or any involvement with this organization

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

15 Executed this 7 day of December 2023, at Anaheim, California.

16 DocuSigned by:

17 Ene Hernandez

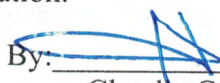
18 D70B54A7F11548C...

19 Ene C. Hernandez

20 **Translation Authentication**

21 I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd.,  
22 Suite 210, Calabasas, California 91302.

23 On December 8, 2023, I translated this Declaration from English to Spanish during a  
24 conference with Ene C. Hernandez. She indicated to me that she understood and signed the  
25 Declaration.

26 By: 

27 Claudia Ginsburg