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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALEJANDRO MARTINEZ, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

LOEWS SANTA MONICA HOTEL, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 23STCV11816
Related to Case No. 23SMCV03489

*[Assigned for all purposes to the Hon.
Carolyn B. Kuhl, Dept. 12]*

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: May 24, 2023

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 Plaintiff Alejandro Martinez (“Martinez”), individually and on behalf of the Settlement Class, as
4 defined below, on the one hand; and Defendant Loews Santa Monica Hotel, Inc., (“Loews”), on
5 the other hand; in the lawsuits entitled *Alejandro Martinez v. Loews Santa Monica Hotel, Inc.*,
6 filed in Los Angeles County Superior Court Case Numbers 23STCV11816 and 23SMCV03489.
7 Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties” and individually
8 as a “Party.” This Agreement is intended by the Parties to fully, finally, and forever resolve,
9 discharge and settle the claims as set forth herein, based upon and subject to the terms and
10 conditions of this Agreement.

11 **1. DEFINITIONS**

12 **A. “Action”** collectively means *Alejandro Martinez v. Loews Santa Monica Hotel,*
13 *Inc.* filed in Los Angeles County Superior Court Case Number 23STCV11816, and its related
14 case *Alejandro Martinez v. Loews Santa Monica Hotel, Inc.* filed in Los Angeles County Superior
15 Court Case Number 23SMCV03489.

16 **B. “Aggrieved Employees”** means Class Members working for Loews as non-
17 exempt, hourly-paid employees in California during the PAGA Period.

18 **C. “Class Counsel”** means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group,
19 P.C as well as David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. The term
20 “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

21 **D. “Class Period”** means the period from March 18, 2020 through April 15, 2024.

22 **E. “Court”** means the Superior Court of the State of California for the County of
23 Los Angeles.

24 **F. “Class Notice”** means and refers to the notice sent to Class Members after
25 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
26 Agreement.

27 **G. “Defendant”** shall refer to defendant Loews Santa Monica Hotel, Inc.
28

1 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an order
6 granting final approval of this Settlement and entering judgment (“Final Approval”); (2) if there
7 is an objector, 60 days from the date of the Final Approval; or (3) to the extent any appeals have
8 been filed, the date on which they have been resolved or exhausted.

9 **J. “Final Approval Hearing”** means the hearing when the Court will determine
10 whether to grant final approval of the Settlement.

11 **K. “General Release”** means the general release of claims by Plaintiff, which is in
12 addition to his limited release of claims as Participating Class Member and Aggrieved
13 Employees.

14 **L. “Gross Settlement Amount” or “GSA”** means a non-reversionary fund in the
15 sum of Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00),¹ which shall
16 be paid by Defendant, and from which all of the following payments shall be paid: Individual
17 Settlement Payments to Participating Class Members; Individual PAGA Payments to Aggrieved
18 Employees; and the Court-approved amounts for attorneys’ fees and reimbursement of litigation
19 costs and expenses to Class Counsel, Settlement Administration Costs, Service Awards to
20 Plaintiff, and the LWDA Payment for resolution of Plaintiff’s cause of action for civil penalties
21 under the Labor Code Private Attorneys General Act (Labor Code Section 2698, *et seq.*)
22 (“PAGA”), interest, and certain taxes. The Gross Settlement Amount expressly excludes
23 Employer Taxes, which shall be paid by Defendant separate and apart from the Gross Settlement
24 Amount.

25 **M. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
26 his or her share of the PAGA Payment.

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¹ This amount may be increased in accordance with Paragraph 17.

1 **N. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA
3 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

4 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
5 Amount that a Participating Class Member is projected to receive based on the number of
6 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or
7 she does not submit a timely and valid Request for Exclusion, excluding any Individual PAGA
8 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

9 **P. “LWDA Payment”** means the payment to the Labor Workforce and
10 Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount
11 allocated toward penalties under the PAGA, which is to be paid from the Gross Settlement
12 Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00)
13 shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents
14 (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars
15 and Zero Cents (\$5,000.00) will remain a part of the Net Settlement Amount for payment to
16 Aggrieved Employees on a *pro rata* basis, based on their respective Pay Periods worked for
17 Defendant in California during the PAGA Period.

18 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
19 that is available for distribution to Participating Class Members after deductions for the Court-
20 approved allocations for Settlement Administration Costs, Service Award to Plaintiff, an award
21 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
22 Payment, and the PAGA Payment.

23 **R. “Operative Complaint or “Complaint”** means the Complaints on file in the
24 Action, which were filed on May 24, 2023 and July 31, 2023, respectively.

25 **S. “PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees
26 on a *pro rata* Pay Period basis in addition to the Individual Settlement Share they will receive if
27 they do not opt out of the Settlement.
28

1 **T. “PAGA Period”** means the period from May 24, 2022 through the end of the
2 Class Period (*i.e.*, April 15, 2024).

3 **U. “Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion.

5 **V. “Participating Individual Settlement Share”** means the gross amount of the Net
6 Settlement Amount that a Participating Class Member is eligible to receive based on the number
7 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
8 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
9 may be entitled if he or she is also an Aggrieved Employee.

10 **W. “Parties”** shall refer to Plaintiff and Defendant collectively.

11 **X. “Pay Period”** means the number of actual pay periods that an Aggrieved
12 Employee worked for Defendants in an hourly-paid, non-exempt position during the PAGA
13 Period in California, based on hire dates, re-hire dates (as applicable) and termination or
14 resignation date(s) (as applicable). Any pay period during which an Aggrieved Employee
15 worked at least one day shall be counted as a Pay Period.

16 **Y. “Plaintiff”** shall refer to Plaintiff Alejandro Martinez.

17 **Z. “Preliminary Approval Date”** means the date on which the Court enters an order
18 granting preliminary approval of the Settlement.

19 **AA. “Released Claims”** means the “Class Released Claims” and the “PAGA Released
20 Claims” as described in Paragraph 7.

21 **BB. “Released Parties”** shall mean Defendant and, as applicable, each of Defendant’s
22 past, present, and future respective affiliates, and each of their respective parents, subsidiaries,
23 predecessors, successors, joint ventures, assigns, partners, shareholders, members, directors,
24 officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers,
25 attorneys, and personal or legal representatives.

26 **CC. “Response Deadline”** means the deadline for Settlement Class Members to mail
27 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
28 which deadline is forty-five (45) calendar days from the date that the Class Notice is first mailed

1 in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-
2 mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the
3 re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later,
4 in which to postmark a Request for Exclusion, Objection, or Workweek Dispute. The date of the
5 postmark shall be the exclusive means for determining whether a Request for Exclusion,
6 Objection, or Workweek Dispute was submitted by the Response Deadline. The Settlement
7 Administrator shall inform the Class Member of the extended deadline with the re-mailed Class
8 Notice.

9 **DD. "Request for Exclusion"** means a written request to be excluded from the
10 Settlement Class pursuant to Section 9.C below.

11 **EE. "Service Award"** means the monetary amount that Plaintiff will request to be
12 paid to Plaintiff of Ten Thousand Dollars and Zero Cents (\$10,000.00), and that, subject to Court
13 approval, will be paid out of the Gross Settlement Amount.

14 **FF. "Settlement Administration Costs"** means all costs incurred by the Settlement
15 Administrator in administration of the Settlement, including, but not limited to, translating the
16 Class Notice to Spanish; the distribution of the Class Notice to the Settlement Class in English
17 and Spanish; calculating Individual Settlement Shares and Individual Settlement Payments and
18 associated taxes and withholdings; providing declarations; generating Individual Settlement
19 Payment checks and related tax reporting forms; doing administrative work related to unclaimed
20 checks; transmitting payment to Class Counsel for the Court-approved amounts for attorneys'
21 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and
22 to the LWDA for the LWDA Payment; providing weekly reports of opt-outs, objections, and
23 related information; and any other actions of the Settlement Administrator as set forth in this
24 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
25 are estimated not to exceed \$8,550. If the actual amount of the Settlement Administration Costs
26 is less than \$8,550, the difference between \$8,550 and the actual Settlement Administration
27 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
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1 \$8,550, then such an excess will be paid solely from the Gross Settlement Amount and Defendant
2 will not be responsible for paying any additional funds in order to pay these additional costs.

3 **GG. “Settlement Administrator”** means the Third-Party Administrator, ILYM
4 Group, Inc. Settlement Administrators (“ILYM”), which was chosen to be responsible for the
5 administration of the Settlement including, without limitation, translating the Class Notice in
6 Spanish, the distribution of the Individual Settlement Payments from the Gross Settlement
7 Amount, and related matters under this Agreement.

8 **HH. “Settlement Class”, “Settlement Class Members” and “Class Members”** each
9 mean all current and former non-exempt, hourly-paid employees who worked in California for
10 Loews at any time during the Class Period and did not sign any release agreement.

11 **II. “Workweek”** means the number of weeks that a Settlement Class Member was
12 employed by Loews in a non-exempt, hourly-paid position during the Class Period in California,
13 based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

14 **2. BACKGROUND**

15 **A.** On or around May 24, 2023, Plaintiff filed with the LWDA and served on
16 Defendant a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff
17 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.
18 The PAGA Notice includes violations of law pled in the Class Action, in addition to a request
19 for penalties for failure to comply with Labor Code sections 200, 201, 201.3, 202, 203, 204, 210,
20 212, 213, 221, 223, 226, 226.7, 227.3, 232, 232.5, 245, 510, 512, 558, 1182.12, 1194, 1194.2,
21 1197, 1197.1, 2802, 2810.5 among others.

22 **B.** On May 24, 2023, Plaintiff filed a putative wage-and-hour class action Complaint
23 in the Action. Plaintiff alleged that during the Class Period, with respect to Plaintiff and the
24 Settlement Class Members, Defendant, *inter alia*, failed to pay overtime and minimum wages;
25 failed to provide compliant meal and rest periods or compensation in lieu thereof; owed waiting
26 time penalties; committed wage statement violations; violated Labor Code section 2802; and
27 engaged in unfair competition based on the alleged Labor Code violations.
28

1 **C.** After the filing of the Action and some formal discovery, the Parties agreed to
2 exchange informal discovery and attend a mediation on April 15, 2024. Prior to mediation, Class
3 Counsel was provided with, among other things: (1) for May 24, 2022 through April 15, 2024,
4 the number of current and former non-exempt employees of Defendant; (2) for the Class Period,
5 the number of current and former non-exempt employees of Defendant working in California
6 during the Class Period; (3) a 20% sampling of time and payroll records for Class Members; (4)
7 a 20% sample of contact information for Class Members pursuant to a stipulated protective order;
8 (5) Plaintiff's personnel file, time and pay records, and all documents signed to obtain or maintain
9 employment; and (6) timekeeping and payroll policies from Defendant's 2017 Employee
10 Handbook.

11 **D.** On April 15, 2024, the Parties participated in a mediation with Tagore
12 Subramanian, a well-regarded mediator experienced in mediating complex civil disputes
13 ("Mediator"). The Parties did not reach an agreement that day, but with the aid of the mediator's
14 evaluation and further settlement discussions in the months that followed, the Parties reached the
15 Settlement to resolve the Action.

16 **E.** Class Counsel has conducted significant investigation of the law and facts relating
17 to the claims asserted in the Action and the PAGA Notice, and has concluded that the Settlement
18 set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class,
19 taking into account the sharply contested issues involved, the expense and time necessary to
20 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
21 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
22 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
23 to be received by the Settlement Class Members.

24 **F.** Defendant concluded that, because of the substantial expense of defending against
25 the Action, the length of time necessary to resolve the issues presented herein, and the
26 inconvenience involved, and the concomitant disruption to the business operations of Defendant,
27 among other things, it is in its best interest to accept the terms of this Agreement. Defendant
28 denies each of the allegations and claims asserted against it in the Action. However, Defendant

nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

G. This Agreement is intended to and does effectuate the full, final, and complete resolution of all Class Released Claims (as defined below) of Plaintiff and Participating Class Members, and all PAGA Released Claims (as defined below) of Plaintiff and, to the extent permitted by law, of the State of California and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

After full execution of this Agreement, Plaintiff will file a motion for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Objections, and Workweek Disputes. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s preliminary approval order, Plaintiff will move for an order finally approving the Settlement and seek entry of a judgment in line with this Settlement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will

expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff, the Settlement Class, and the Aggrieved Employees with respect to any claims or allegations asserted in the Action. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions they had in the Action just before entering into this Agreement.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members

Effective only upon the entry of an order granting final approval of the Settlement, entry of judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release the Released Parties of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims asserted in the Operative Complaint, or any and all claims that could have been brought by Plaintiff against Defendant in this Action based on the factual allegations in the Operative Complaint, arising out of the Labor Code violations referenced in the Operative Complaint, except for any claim(s) for civil penalties under PAGA (the "Class Released Claims").

B. Release by All Aggrieved Employees

For Aggrieved Employees and the LWDA (to the extent permitted by law), the release includes, for the duration of the PAGA Period, all claims asserted in Plaintiff's PAGA Notice

1 filed with the LWDA on May 24, 2023 against Defendant and alleged in the Operative
2 Complaint, including all claims for civil penalties under PAGA arising out of Labor Code
3 Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor
4 Code sections alleged to have been violated in Plaintiff's PAGA Notice filed with the LWDA on
5 May 24, 2023 and Operative Complaint, which include, without limitation, Labor Code sections
6 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232,
7 232.5, 245, 246 *et seq.*, 432, 432.3, 432.5, 432.6, 510, 512, 558, 1102.5, 1182.12, 1194, 1194.2,
8 1197, 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5 (the "PAGA Released Claims"). The Class
9 Released Claims and PAGA Released Claims shall be referred to herein as the "Released
10 Claims."

11 **C. Claims Not Released**

12 The release above in paragraph 7(A) and paragraph 7(B) expressly exclude all other
13 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers' compensation, claims arising under the Fair Employment and
15 Housing Act and California Family Rights Act, and any other claims outside of the Class
16 Released Claims of Participating Class Members, including Plaintiff, arising during the Class
17 Period and the PAGA Released Claims of Aggrieved Employees including Plaintiff (and, to the
18 extent permitted by law, the State of California) arising outside of the PAGA Period.
19 Additionally, specifically excepted from all releases in this Agreement are claims to enforce the
20 provisions of this Agreement and to enforce any and all claims that may arise under this
21 Agreement.

22 **D. General Release**

23 Effective only upon the entry of an order granting final approval of the Settlement, entry
24 of judgment, and payment by Defendant to the Settlement Administrator of the full Gross
25 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, and in addition
26 to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff
27 releases the Released Parties from all claims, demands, rights, liabilities and causes of action of
28 every nature and description whatsoever, known or unknown, asserted or that might have been

1 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
2 regulation arising out of, relating to, or in connection with any act or omission of the Released
3 Parties through the date of full execution of this Agreement in connection with Plaintiff's
4 employment or the termination thereof, except for any and all other claims that may not be
5 released as a matter of law through this Agreement. With respect to the General Release, Plaintiff
6 stipulates and agrees that, through the Final Approval Date and payment by Defendant to the
7 Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes
8 necessary to effectuate the Settlement, Plaintiff shall be deemed to have, and by operation of the
9 final judgment and payment to the Settlement Administrator shall have, expressly waived and
10 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
11 1542 of the California Civil Code, which provides:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 **E. Release by Defendant**

19 Defendant shall release the representative Plaintiff from any and all claims associated
20 with Plaintiff's employment with Defendant or related to the filing of the Action.

21 **8. SETTLEMENT ADMINISTRATOR**

22 Plaintiff and Defendant, through their respective counsel, will retain ILYM to administer
23 the Settlement, which includes but is not limited to translating the Class Notice to Spanish,
24 distributing and responding to inquiries about the Class Notice, and calculating all amounts to be
25 paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator,
26 currently estimated to be \$8,550, will be paid from the Gross Settlement Amount. If the actual
27 amount of the Settlement Administration Costs is less than \$8,550, the difference between \$8,550
28 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If
the Settlement Administration Costs exceed \$8,550, then such excess will be paid solely from

the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members

(1) Within fifteen (15) calendar days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with information with respect to each Settlement Class Member, including his or her: (1) name, last known address(es), and last known telephone number(s) currently in Defendant's possession, custody, or control; (2) Social Security Number in Defendant's possession, custody, or control; and (3) the number of Workweeks worked in the Class Period and number of Pay Periods worked during the PAGA Period (if applicable) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain a list with names and all addresses to which notice was given, and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date. Such information shall be available to Class Counsel and Defendant's Counsel upon request.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;

- 1 (d) the proposed Settlement Administration Costs;
- 2 (e) the definition of the Settlement Class;
- 3 (f) a statement that the Court has preliminarily approved the
- 4 Settlement;
- 5 (g) how the Settlement Class Member can obtain additional
- 6 information, including contact information for Class Counsel;
- 7 (h) information regarding opt-out and objection procedures;
- 8 (i) the date and location of the Final Approval Hearing;
- 9 (j) the Response Deadline; and
- 10 (k) a statement that the Settlement Class Member must notify the
- 11 Settlement Administrator no later than the Response Deadline if
- 12 the Settlement Class Member disputes the accuracy of the number
- 13 of Workweeks and/or Pay Periods as set forth on his or her Class
- 14 Notice (“Workweek Dispute”). If a Settlement Class Member fails
- 15 to timely dispute the number of Workweeks and/or Pay Periods
- 16 attributed to him or her in conformity with the instructions in the
- 17 Class Notice, then he or she shall be deemed to have waived any
- 18 objection to its accuracy and any claim to any additional settlement
- 19 payment based on different data.

20 (3) If a Class Notice from the initial notice mailing is returned as

21 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

22 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)

23 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class

24 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator

25 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class

26 Member within three (3) business days. Further, any Class Notices that are returned to the

27 Settlement Administrator with a forwarding address before the Response Deadline shall be

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1 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
2 the Settlement Administrator.

3 No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator
4 shall provide the Parties' counsel with a declaration attesting to the completion of the notice
5 process, including the number of attempts to obtain valid mailing addresses for re-sending any
6 returned Class Notices, as well as the identities, number of, and copies of all Requests for
7 Exclusion and objections/comments received by the Settlement Administrator.

8 **B. Objections**

9 Only Participating Class Members may object or comment regarding the Settlement. In
10 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
11 he or she must do so by mailing a written objection to the Settlement Administrator at the address
12 or phone number provided on the Class Notice no later than the Response Deadline (or the
13 extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
14 shall email a copy of the objection forthwith to Class Counsel and Defendant's counsel. Class
15 Counsel must attach each objection, if any, to the declaration that Class Counsel files with the
16 Court in support of the Motion for Final Approval. The objection should set forth in writing: (1)
17 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
18 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
19 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with
20 whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement
21 Class Member objects to the Settlement, the Settlement Class Member will remain a member of
22 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
23 will be bound by the terms of the Settlement in the same way and to the same extent as a
24 Settlement Class Member who does not object. The date of mailing of the Class Notice to the
25 objecting Settlement Class Member shall be conclusively determined according to the records of
26 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
27 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
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1 expense. Up to five (5) court days before the Final Approval Hearing, Class Counsel and
2 Defendant's Counsel may respond to any objection lodged with the Court.

3 **C. Requesting Exclusion**

4 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
5 Settlement by mailing a written request to be excluded from the Settlement ("Request for
6 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline (or
7 the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
8 Exclusion must include: (1) the Class Member's name; (2) the Class Member's full Social
9 Security Number; (3) the Class Member's signature; and (4) the following statement or
10 something to its effect: "Please exclude me from the Settlement Class in the *Alejandro Martinez*
11 *v. Loews Santa Monica Hotel, Inc.* matter" or any statement standing for the proposition that the
12 Class Member does not wish to participate in the Settlement. The Settlement Administrator shall
13 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's
14 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
15 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
16 Member who requests exclusion using this procedure will not be entitled to receive any payment
17 from the Settlement and will not be bound by the Settlement Agreement or have any right to
18 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
19 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
20 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
21 judgment that may be entered by the Court if final approval of the Settlement is granted. A
22 Settlement Class Member cannot submit both a Request for Exclusion and an Objection. If a
23 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
24 Exclusion will control and the Objection will be void. Settlement Class Members who are
25 Aggrieved Employees and who submit a valid Request for Exclusion will still be deemed
26 Aggrieved Employees, will still receive their Individual PAGA Payment, and will be bound by
27 the release encompassed in the PAGA Released Claims.

28 ///

1 **D. Defendants' Right to Reject Settlement**

2 If more than ten percent (10%) of the Class Members timely submit valid Requests for
3 Exclusion, Defendant will have the right, but not the obligation, to void the Settlement, but will
4 still have to pay the Settlement Administration Costs incurred as of the date that Defendant
5 exercises the right to void the Class Settlement. Defendant will notify Class Counsel and the
6 Court whether they are exercising this right to void the Settlement not later than five (5) days
7 after the Settlement Administrator notifies the Parties of the number of valid Requests for
8 Exclusion it has received. The Parties and their counsel agree that they have not and will not take
9 any action inconsistent with this Settlement, including encouraging Class Members to opt out of
10 the Settlement.

11 **E. Disputes Regarding Settlement Class Members' Workweeks Data**

12 Class Members will have an opportunity to dispute the information provided in their Class
13 Notice. To the extent Class Members dispute the number of Workweeks and/or PAGA Pay
14 Periods to which they have been credited, Class Members may produce evidence to the
15 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
16 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
17 Member produces evidence to the contrary, the Settlement Administrator will evaluate the
18 evidence submitted by the Class Member and will make the final decision as to the number of
19 Workweeks and/or PAGA Pay Periods that should be applied. All such disputes are to be
20 resolved not later than ten (10) calendar days after the Response Deadline.

21 **F. Extension of Response Deadline for Remailing**

22 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
23 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
24 in which to postmark a Request for Exclusion or Objection or to dispute their attributed
25 Workweek count in the Class Period and/or Pay Period count in the PAGA Period.

26 **G. Cooperation**

27 If the Settlement Administrator, Defendant, or Class Counsel is contacted by or otherwise
28 discover any persons who believe they should have been included in the Class List and should

1 have received a Class Notice, the Parties will expeditiously meet and confer by Zoom (or similar)
2 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
3 Members. If the Parties agree, such person will be a Class Member entitled to the same rights as
4 other Class Members, and the Settlement Administrator will send, via email or overnight
5 delivery, a Class Notice requiring them to exercise options under this Agreement not later than
6 fifteen (15) days after receipt of the Class Notice, or the deadline dates in the Class Notice,
7 whichever are later.

8 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
9 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

10 Individual Settlement Payments will be calculated and distributed to Participating Class
11 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
12 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
13 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
14 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
15 number of Workweeks worked during the PAGA Period. Specific calculations of the
16 Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be
17 made as follows:

18 A. The Settlement Administrator will determine the total number of Workweeks
19 worked by each Settlement Class Member during the Class Period ("Class Member's
20 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
21 Members during the Class Period ("Class Workweeks"), as provided by counsel for Defendant.
22 Additionally, the Settlement Administrator will determine the total number of Pay Periods
23 worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Pay
24 Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees
25 during the PAGA Period ("PAGA Pay Periods"), as provided by counsel by Defendant.

26 B. To determine each Settlement Class Member's Individual Settlement Share, the
27 Settlement Administrator will use the following formula: Individual Settlement Share =
28 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

1 C. To determine each Participating Class Member's Participating Individual
2 Settlement Share, the Settlement Administrator will determine the aggregate number of
3 Workweeks worked by all Participating Class Members during the Class Period ("Participating
4 Class Workweeks") and use the following formula: Participating Individual Settlement Share
5 = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net
6 Settlement Amount. The result of that formula is the Individual Settlement Payment as defined
7 herein.

8 D. The net amount of the Participating Individual Settlement Share is to be paid out
9 to the Participating Class Member by way of check.

10 E. To determine each Aggrieved Employee's Individual PAGA Payment, the
11 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
12 PAGA Payment = ([Aggrieved Employee's Pay Periods ÷ PAGA Pay Periods] x \$5,000.00).
13 The result of that formula is the Individual PAGA Payment as defined herein.

14 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
15 to Participating Class Members and/or Aggrieved Employees by way of check. When a
16 Participating Class Member is also an Aggrieved Employee, one check may be issued that
17 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

18 **11. DISTRIBUTION OF PAYMENTS**

19 **A. Distribution of Individual Settlement Payments**

20 Participating Class Members will receive an Individual Settlement Payment. All
21 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
22 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
23 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
24 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
25 expiration of the 180-day period, checks for such payments shall be canceled and funds
26 associated with such checks shall be considered unpaid, unclaimed, or abandoned cash residue
27 pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue
28 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be

transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 (“*cy pres* recipient”) for use in the County of Los Angeles, State of California. The Parties and their counsel, by signing this Agreement, agree that they have no interest in the governance of the *cy pres* recipient, nor do they have a conflict of interest with the *cy pres* recipient. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement

Within fifteen (15) calendar days after the Final Approval Date, Defendant shall provide to the Settlement Administrator the amount of Four Hundred Sixty-Five Thousand Dollars and Zero Cents (\$465,000.00) (unless the same is escalated pursuant to Paragraph 17 below) for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC- insured banking institution, for distribution in accordance with this Agreement and the Court’s orders and subject to the conditions described herein (the “Payment”). The QSA must satisfy the requirements of 26 C.F.R. § 1.468B-1.

If the Gross Settlement Value escalates under Paragraph 17, then the Payment will include the escalated amount.

Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall be made for (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the award for attorneys’ fees and costs to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as specified in this Agreement. The amount of \$5,000 shall be allocated to payment to Aggrieved Employees of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and

1 withholdings. All interest accrued shall be for the benefit of Participating Class Members and
2 distributed on a *pro rata* basis.

3 **C. Time for Distribution**

4 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
5 (as the same may be increased to in accordance with Paragraph 17) by Defendant, as well as
6 Employer Taxes, or after the Final Order and Judgment following a Final Fairness and Approval
7 hearing, whichever is later, the Settlement Administrator shall distribute all payments due under
8 the Settlement, including the Individual Settlement Payments to Participating Class Members
9 and Individual PAGA Payments to Aggrieved Employees; as well as the Court-approved
10 payments for the Service Award to Plaintiff; attorneys' fees and litigation costs and expenses to
11 Class Counsel; the Settlement Administration Costs to the Settlement Administrator, and the
12 LWDA Payment to the LWDA.

13 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

14 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
15 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased
16 pursuant to Paragraph 17, shall amount to One Hundred Sixty-Two Thousand Seven Hundred
17 Fifty Dollars and Zero Cents (\$162,750.00). Class Counsel shall further apply for, and Defendant
18 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs,
19 in amount up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), associated with
20 Class Counsel's prosecution of this matter as set forth by declaration testimony. Awards of
21 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
22 attorneys' fees and costs necessary to prosecute, settle, and obtain final approval of the Settlement
23 in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all
24 time and expenses expended by Class Counsel (including any appeals therein), except for any
25 matters that arise from Defendant's failure to materially comply with the terms of this
26 Agreement. There will be no additional charge of any kind to either the Settlement Class
27 Members or request for additional consideration from Defendant for such work unless, in the
28 event of a material breach of this Agreement by Defendant, Plaintiff is required to move the

1 Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or
2 litigation costs and expenses in amounts that are less than the amounts provided for herein, then
3 the unapproved portion(s) shall be a part of the Net Settlement Amount.

4 **13. SERVICE AWARD TO PLAINTIFF**

5 Plaintiff shall seek, and Defendant shall not oppose, a Service Award for Plaintiff for
6 participation in and assistance with the Action, an amount not to exceed Ten Thousand Dollars
7 and Zero Cents (\$10,000.00). Any Service Award awarded to Plaintiff shall be paid from the
8 Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves
9 Service Award to Plaintiff in amounts less than the requested amounts, then the unapproved
10 portion(s) shall be a part of the Net Settlement Amount.

11 **14. TAXATION AND ALLOCATION**

12 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages
13 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an
14 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be
15 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the
16 employee's share of taxes and withholdings with respect to the wage-portion of the Individual
17 Settlement Share will be withheld from the Individual Settlement Share in order to yield the
18 Individual Settlement Payment. The amount of federal income tax withholding will be based
19 upon a flat withholding rate for supplemental wage payments in accordance with Treasury
20 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will
21 also be made pursuant to applicable state and/or local withholding codes or regulations.

22 B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
23 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
24 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
25 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
26 processes set forth in this Section may be modified in a manner to bring Defendant into
27 compliance with any such changes.

28 C. All Employer Taxes shall be paid by Defendant separate, apart and above from

1 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of
2 payroll taxes as described above.

3 **D.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this
4 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
5 be relied upon as such within the meaning of United States Treasury Department Circular 230
6 (31 C.F.R. Part 10, as amended) or otherwise.

7 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

8 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
9 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
10 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
11 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
12 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
13 a *pro rata* basis based upon their respective Pay Periods worked during the PAGA Period (*i.e.*,
14 the Individual PAGA Payments).

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting final approval of the
17 Settlement, and upon the absence of any intervention or objection to the Settlement by the
18 LWDA. In the event it becomes impossible to secure approval of the Settlement by the Court
19 and/or the LWDA, the Parties shall be restored to the positions they had just before entering into
20 this Settlement. If this Settlement Agreement is voided or not approved by the Court, or approval
21 is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms
22 except to the extent: (a) the Court reserves any authority to issue any appropriate orders when
23 denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement
24 specifically stated to survive the Settlement Agreement being voided or not approved, and which
25 control in such an event.

26 **17. INCREASE IN WORKWEEKS**

27 Defendant represents that there are no more than 23,204 Workweeks worked during the
28 Class Period. In the event the determined number of Workweeks worked increases by more than

10%, or 2,320 Workweeks worked, (*i.e.*, more than 25,524 Workweeks), then at the election of Defendant, either: (i) the Gross Settlement Amount shall be increased proportionally by the workweeks worked in the Class Period in excess of 25,524 workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount (\$465,000.00) by 23,204 Workweeks. The Parties agree that the Workweek Value is \$20.04 (\$465,000.00 / 23,204 Workweeks). Thus, for example, should there be 30,000 workweeks worked by Class Members in the Class Period, then the Gross Settlement Amount shall be increased by \$136,191.84 ([30,000 workweeks – 23,204 workweeks] x \$20.04); or alternatively, (ii) Defendant may elect to cut off the Class Period for purposes of the Released Claims, to a date wherein the Class Period will have a maximum of 25,524 Workweeks worked by Class Members.

18. **NOTICE OF JUDGMENT**

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the final judgment entered in the Action by posting the same on its website for no more than one (1) year after the judgment becomes final or for any other amount of time directed by the Court.

19. **MISCELLANEOUS PROVISIONS**

A. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant preliminary approval or final approval, or enter judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to

1 move for class certification on any grounds available and to contest Defendant's defenses. The
2 Settlement Agreement, and Parties' willingness to settle the Action will have no bearing on,
3 and will not be admissible in connection with, any litigation (except for proceedings to enforce
4 or effectuate the Settlement Agreement).

5 **B. Attorney Authorization**

6 Class Counsel and Defense Counsel separately warrant and represent that they are
7 authorized by Plaintiff/Class Representative and Defendant, respectively, to take all
8 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
9 to effectuate its terms, and to execute any other documents reasonably required to effectuate
10 the terms of this Agreement, including any amendments to this Agreement.

11 **C. No Prior Assignments**

12 The Parties separately represent and warrant that they have not directly or indirectly
13 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
14 or entity any portion of any liability, claim, demand, action, cause of action, or right released
15 and discharged by the Party in this Settlement.

16 **D. No Tax Advice**

17 Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any
18 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
19 such.

20 **E. Agreement Binding on Successors**

21 This Agreement will be binding upon, and inure to the benefit of, the successors and
22 heirs, as applicable, of each of the Parties.

23 **F. Modification of Agreement**

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

27 **G. Cooperation in Drafting**

28 The Parties have cooperated in the drafting and preparation of this Agreement. This

1 Agreement will not be construed against any Party on the basis that the Party was the drafter
2 or participated in the drafting.

3 **H. Headings**

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

6 **I. Stay of Litigation**

7 The Parties agree that upon the execution of this Agreement the litigation shall be
8 stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon
9 the signing of this Agreement, and in accordance with Code of Civil Procedure section 583.330,
10 the date for bringing the Action to trial under Code of Civil Procedure section 583.310 is
11 extended by the amount of time needed to complete the settlement process under this
12 Agreement.

13 **J. Interpretation of the Agreement; Applicable Law; Modification**

14 This Agreement constitutes the entire agreement between Plaintiff and Defendant with
15 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
16 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
17 oral or written representations or terms shall modify, vary or contradict its terms. In entering
18 into this Agreement, the Parties agree that this Agreement is to be construed according to its
19 terms and may not be varied or contradicted by extrinsic evidence. The Agreement and its
20 exhibits will be interpreted and enforced under the laws of the State of California, both in its
21 procedural and substantive aspects, without regard to its conflict-of-laws provisions. Any claim
22 arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely
23 and exclusively in the Superior Court of the State of California for the County of Los Angeles,
24 and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court in connection
25 with the Action. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class, and
26 Defendant participated in the negotiation and drafting of this Agreement and had available to
27 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
28 may claim that any ambiguity in this Agreement should be construed against the other. The

1 Agreement may be modified only by an express written instrument signed by all Parties or their
2 representatives and approved by the Court.

3 **K. Further Cooperation**

4 Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and
5 execute all documents, to seek the necessary approvals from the Court, and to do all things
6 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
7 agree that they will not take any action inconsistent with this Agreement, including, without
8 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
9 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
14 opt-outs and/or objections.

15 **L. Counterparts**

16 This Agreement may be executed in counterparts, and, if so executed, shall have the same
17 force and effect it would have if the Parties executed a single original of this Agreement. Each
18 counterpart signature page shall be considered to be an original, and all counterparts together
19 shall constitute one instrument. Execution and delivery of this Agreement by sending a facsimile
20 copy or emailing the signature page in PDF shall constitute a valid and binding execution and
21 delivery of this Agreement by such party. Such facsimile copies or photocopies shall constitute
22 enforceable original documents. An electronic signature shall have the same force and effect as
23 a signed original of this Agreement. A party may use DocuSign or AdobeSign to expedite the
24 execution of this Agreement, pursuant to California Civil Code section 1633.7.

25 **N. Authority**

26 Any individual signing this Agreement on behalf of an entity party represents and
27 warrants that she/he has full authority to do so.

28 ///

1 **O. No Third-Party Beneficiaries**

2 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
3 Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

4 **P. Deadlines Falling on Weekends or Holidays**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **Q. Severability**

8 In the event that one or more of the provisions contained in this Agreement shall for any
9 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
10 unenforceability shall in no way affect any other provision if Defendant's Counsel and Class
11 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
12 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13 **R. Jurisdiction of the Court**

14 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
16 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
17 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
18 interpreting, implementing, and enforcing the settlement embodies in this Settlement Agreement
19 and all orders and judgments entered in connection therewith.

20 **IT IS SO AGREED:**

21
22 Dated: _____, 2025

ALEJANDRO MARTINEZ
Plaintiff and Class Representative

24 **IT IS SO AGREED:**

25
26 Dated: October 15
27 _____, 2025

Wendel Kralovich
Wendel Kralovich (Oct 15, 2025 17:08:53 EDT)

Defendant Loews Santa Monica Hotel, Inc.
By: Wendel Kralovich
Its: SVP – Corporate Controller, Loews Hotels

1 **O. No Third-Party Beneficiaries**

2 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
3 Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

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5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **Q. Severability**

8 In the event that one or more of the provisions contained in this Agreement shall for any
9 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
10 unenforceability shall in no way affect any other provision if Defendant's Counsel and Class
11 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
12 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13 **R. Jurisdiction of the Court**

14 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
16 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
17 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
18 interpreting, implementing, and enforcing the settlement embodies in this Settlement Agreement
19 and all orders and judgments entered in connection therewith.

20 **IT IS SO AGREED:**

21
22 Dated: October 16, 2025



ALEJANDRO MARTINEZ
Plaintiff and Class Representative

23
24 **IT IS SO AGREED:**

25
26 Dated: _____, 2025

Defendant Loews Santa Monica Hotel, Inc.
By:
Its:

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Alejandro Martinez v. Loews Santa Monica Hotel, Inc.
(County of Los Angeles, California Superior Court Case Nos. 23STCV11816 and 23SMCV03489)

As a current or former hourly-paid, non-exempt California employee for Loews Santa Monica Hotel, Inc., from March 18, 2020 through April 15, 2024, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of Loews Santa Monica Hotel, Inc. (“Defendant”) show you are a “Class Member” and/or an “Aggrieved Employee,” and therefore entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California any time from March 18, 2020 through April 15, 2024 (“Class Period”) and who did not sign any release agreement. Aggrieved Employees are all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California any time from May 24, 2022 through April 15, 2024 (“PAGA Period”).

- The settlement resolves class action and PAGA lawsuits, *Alejandro Martinez v. Loews Santa Monica Hotel, Inc.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay Class Members overtime wages; (2) failed to pay Class Members minimum wages; (3) failed to provide Class Members with legally-compliant meal periods; (4) failed to provide Class Members with legally-compliant rest periods; (5) failed to timely pay all wages due upon termination or resignation; (6) failed to provide Class Members with legally compliant wage statements; (7) failed to timely pay Class Members wages; (8) failed to indemnify Class Members for reasonable business expenses; and (9) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for violation of a number of Labor Code statutes, discussed further below, pursuant to Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, and 2802.
- Defendant denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked during the PAGA Period as an hourly-paid, non-exempt employee of Loews Santa Monica Hotel, Inc. as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the

Questions? Contact the Settlement Administrator toll free at (888) 250-6810

	PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out of the class action settlement, you may write to the settlement administrator, ILYM Group, Inc. (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at **[REDACTED]**.m. on **[REDACTED]**, in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly-paid, non-exempt employee in the State of California any time from March 18, 2020 through April 15, 2024. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a Settlement Administrator appointed by the Court, will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Alejandro Martinez was an hourly-paid, non-exempt employee of Defendant in California. He is the “Plaintiff” in this case and is suing on behalf of himself, Class Members, and Aggrieved Employees for Defendant’s alleged failure to pay Class Members overtime wages, failure to pay Class Members minimum wages, failure to provide Class Members with legally-compliant meal periods, failure to provide Class Members with legally-compliant rest periods, failure to timely pay all wages due upon termination or resignation, failure to provide Class Members with legally compliant wage statements, failure to timely pay Class Members wages, failure to indemnify Class Members for reasonable business expenses, and engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 1197, and 2802.

Defendant denies the allegations made by Plaintiff. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

Questions? Contact the Settlement Administrator toll free at (888) 250-6810

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for the gross settlement amount of \$465,000.00 (“Gross Settlement Amount”) unless the Gross Settlement Amount is escalated pursuant to the settlement agreement (“Agreement”). The Gross Settlement Amount includes: (1) administration fees and costs of up to \$8,550.00; (2) a service payment of up to \$10,000.00 to Plaintiff Alejandro Martinez for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% in attorneys’ fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$162,750.00 in attorneys’ fees; (4) actual litigation costs up to \$35,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, \$15,000.00 of which will be payable to the Labor and Workforce Development Agency (“LWDA”) and \$5,000.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately \$228,700.00 will be available for distribution to Class Members (“Net Settlement Amount”). An additional \$5,000.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Defendant will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Defendant shall have paid the full sum of the Gross Settlement Amount no later than fifteen calendar days after the Final Approval Date.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period (“Class Member’s Workweeks”). To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of pay periods worked by the Aggrieved Employee during the PAGA Period. The Settlement Administrator will determine the total number of pay periods worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”). To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00).

Defendant’s records indicate that you worked [Eligible Workweeks] as an hourly-paid, non-exempt employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Class Member’s settlement payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and

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receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 for use in Los Angeles County.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and Loews Santa Monica Hotel, Inc., as well as each of its past, present, and future respective affiliates, and each of their respective parents, subsidiaries, predecessors, successors, joint ventures, assigns, partners, shareholders, members, directors, officers, employees, principals, agents, representatives, insurers, co-insurers, re-insurers, attorneys, and personal or legal representatives (the “Released Parties”) of all Released Claims (defined below) he or she may have or had upon final approval of this settlement, entry of judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and employer taxes pursuant to the Agreement.

“Class Released Claims” means all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in this Action or that could have been brought by Plaintiff against Defendant in this Action based on the allegations made by Plaintiff in the Action for Class Period, except for any claim(s) for civil penalties under PAGA.

“PAGA Released Claims”, which applies to all Aggrieved Employees and the LWDA (to the extent permitted by law), means, for the duration of the PAGA Period, all claims asserted in Plaintiff’s PAGA Notice filed with the LWDA on May 24, 2023 against Defendant and alleged under PAGA in the Operative Complaint, including all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in Plaintiff’s PAGA Notice filed with the LWDA on May 24, 2023 and Operative Complaint, which include, without limitation, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 246, *et seq.*, 432, 432.3, 432.5, 432.6, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802 and 2810.5.

The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims.”

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion must include your name, your Social Security Number, your signature, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the , *Alejandro Martinez v. Loews Santa Monica Hotel, Inc.* matter” or any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

ILYM Group, Inc. Settlement Administrators
[ADDRESS]

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The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the PAGA Released Claims, that would otherwise be released by the settlement of the Lawsuit.

Option 3 – *Submit an Objection to the Settlement*

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with any legal authority, if any, you assert supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit **www.[REDACTED].com**, call the Settlement Administrator at **(888) 250-6810** or Class Counsel, who may be reached as follows:

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You may also visit the Settlement Administrator's website at www.ilymgroup.com to gain access to key documents in this case, including the Operative Complaint, the Settlement Agreement, Class Notice the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [\[ADDRESS\]](#), during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at (888) 250-6810