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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**SECOND AMENDED DECLARATION OF
MARIA HALWADJIAN IN SUPPORT OF
PLAINTIFF'S SECOND AMENDED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT¹**

[Second Amended Notice of Motion and Motion
for Preliminary Approval of Class Action and
PAGA Settlement; Declaration of Proposed
Class Representative (Marcus Trammel); and
[Second Amended Proposed] Order filed
concurrently herewith]

Date: July 23, 2026
Time: 8:30 a.m.
Department: S33

Complaint Filed: July 18, 2023
Trial Date: None Set

¹ Per the Court's Order dated May 19, 2026, a redlined version of this document with "track changes" turned on is attached hereto as Exhibit 9.

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Marcus Trammel (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On May 11, 2023, Plaintiff provided written notice by certified mail to the Labor and Workforce and Development Agency (“LWDA”) and Defendant Hakwaanain, LLC dba Bear Springs Hotel (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On July 18, 2023, Plaintiff filed his Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the Superior Court for the County of San Bernardino (“Complaint”), thereby commencing the above-captioned lawsuit.

4. On September 25, 2023, Defendant filed its Answer to Plaintiff’s Complaint.

5. On February 14, 2024, Plaintiff propounded formal written discovery onto Defendant, which included Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two). On this same day, Plaintiff served his Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties), and Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure) (together, “Plaintiff’s Notices”).

6. On March 22, 2024, Defendant served its Objections to Plaintiff’s Notices.

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7. On May 17, 2024, Defendant served responses to Plaintiff’s Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two).

8. On January 21, 2025, Plaintiff and Defendant (together, the Parties”) filed a Joint Notice of Settlement and Stipulation to Vacate Trial Date and Associated Deadlines. On that same day, the Court issued an order vacating the trial date and associated deadlines.

9. On January 16, 2026, Plaintiff filed his Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”), along with supporting documents, thereby seeking approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Original Agreement”) entered into by and between the Parties.

10. On February 27, 2026, the Court issued the Order Continuing Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions (“February 27, 2026 Order”), thereby raising multiple points of inquiry with respect to the Motion for Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by April 27, 2026, and continuing the hearing on the Motion for Preliminary Approval to May 26, 2026 at 8:30 a.m. in Department S33 of the above-captioned Court.

11. On April 27, 2026, Plaintiff filed the First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement, along with supporting documents (“First Amended Motion for Preliminary Approval”), thereby seeking approval of the Original Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”) entered into by and between the Parties.

12. On May 7, 2026, Plaintiff received a “Court eFiling Order Rejected” email from the Court regarding the filing of the First Amended Motion for Preliminary Approval, thereby notifying Plaintiff that the filing was rejected due to the filing missing the \$60 filing fee. On May 7, 2026, the same day, Plaintiff paid the \$60 filing fee and re-filed the First Amended Motion for Preliminary Approval.

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13. On May 15, 2026, the Parties filed a Joint Stipulation to Deem the Filing of Plaintiff's Supplemental Papers in Support of Plaintiff's First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement Timely; [Proposed] Order Thereon.

14. On May 19, 2026, the Court issued the Second Order Continuing Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions (“May 19, 2026 Order”), thereby raising further points of inquiry with respect to the First Amended Motion for Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by June 30, 2026, and continuing the hearing on the First Amended Motion for Preliminary Approval to July 23, 2026 at 8:30 a.m. in Department S33 of the above-captioned Court.

THE PROPOSED SETTLEMENT

15. Marked and attached hereto as “**EXHIBIT 2**”, “**EXHIBIT 3**”, and “**EXHIBIT 4**,” respectively, are true and correct copies of the Class Action and PAGA Settlement Agreement and Class Notice (i.e., Original Agreement), Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (i.e., Amendment No. 1 to the Settlement Agreement), and Amendment No. 2 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 2” or “Amendment No. 2 to the Settlement Agreement”) (collectively, “Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand. The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), which is attached to the Amendment No. 2 to the Settlement Agreement as “EXHIBIT A” and to the [Second Amended Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement as “EXHIBIT 4,” and respectfully request that the Court approve it as well. Additionally, the Class Notice originally did not include an objection form or request for exclusion form. However, based on the Court’s preference as noted in the February 27, 2026 Order, the Parties have drafted these forms and included them to be mailed with the Class Notice. Attached as “EXHIBIT B” and EXHIBIT C” to the Amendment No. 2 to the Settlement Agreement, respectively, is the Objection Form and Request for Exclusion Form (the

1 Class Notice, Objection Form, and Request for Exclusion Form are collectively referred to as the
2 “Notice Packet”). **Pursuant to the Court’s May 19, 2026 Order, the Notice Packet shall be**
3 **mailed to Class Members in English and Spanish.**

4 16. The Settlement provides for a Gross Settlement Amount of \$695,000.00 to be paid
5 in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross
6 Settlement Amount less the following amounts, subject to approval by the Court: **Class Counsel**
7 **Fees Payment of up to \$173,750.00 (if the Gross Settlement Amount remains \$695,000.00)**
8 and Class Counsel Litigation Expenses Payment not to exceed \$20,000.00 to Class Counsel, **Class**
9 **Representative Service Payment to Plaintiff of \$2,500.00**, Administration Expenses Payment
10 to the Administrator not to exceed \$8,000.00, and the PAGA Penalties of \$75,000.00. Assuming
11 that the amounts allocated under the Settlement toward these payments are awarded by the Court,
12 the Net Settlement Amount that will be available for distribution to Participating Class Members
13 is currently \$415,750.00, with an estimated average Individual Class Payment of \$1,617.70,
14 estimated high Individual Class Payment of \$7,054.49, and estimated low Individual Class
15 Payment of \$24.41. Additionally, twenty-five percent (25%) of the PAGA Penalties (i.e.,
16 Individual PAGA Payment), which is \$18,750.00 out of \$75,000.00, will be distributed to the
17 Aggrieved Employees, for their respective portion of the Individual PAGA Payment. The
18 estimated average Individual PAGA Payment is \$115.74, the estimated high Individual PAGA
19 Payment is \$637.58, and the estimated low Individual PAGA Payment is \$4.49. The Gross
20 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and
21 there is no reversion to Defendant.

22 17. **The Settlement Agreement provides for Class Counsel to apply for attorneys’**
23 **fees in an amount of up to twenty-five percent (25%) of the Gross Settlement Amount (i.e.,**
24 **\$173,750.00, if the Gross Settlement Amount remains \$695,000.00)** and expenses and costs of
25 not more than \$20,000.00, which will be paid out of the Gross Settlement Amount, subject to
26 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of
27 litigation and will not receive any compensation until recovery is obtained. A description of the
28 qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved

1 by Class Counsel in this matter can be found in paragraphs 21 through 26, *infra*.

2 18. **The Settlement Agreement provides for payment of up to \$2,500.00 to Plaintiff**
3 **as a Class Representative Service Payment, to be paid out of the Gross Settlement Amount**
4 **subject to approval by the Court.** Plaintiff spent considerable time and effort to produce relevant
5 documents and past employment records and to provide the facts and evidence necessary to
6 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
7 actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and
8 just for Plaintiff to receive a Class Representative Service Payment, in addition to his individual
9 settlement payment, for his services on behalf of the Class, Aggrieved Employees, and the State
10 of California.

11 19. The Parties have agreed to retain Phoenix Class Action Administration Solutions,
12 (“Administrator”) to handle the notice and settlement administration process. The Parties
13 respectfully request that the Court appoint Phoenix Class Action Administration Solutions to
14 handle these procedures and serve as the Administrator. Defendant will provide the Administrator
15 with the Class Data, and the Administrator will calculate each Class Member’s estimated share of
16 the Net Settlement Amount (“Individual Class Payment”) and each Aggrieved Employee's
17 estimated *pro rata* share of the twenty-five percent (25%) portion of the PAGA Penalties. The
18 Administrator will be responsible for **translating**, printing, distributing, and tracking the Notice
19 Packets and other documents for the Settlement, calculating and distributing payments due under
20 the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
21 withholdings, and remittances, providing necessary reports and declarations, transmitting funds
22 representing uncashed checks after the void date to the California Controller’s Unclaimed Property
23 Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were
24 issued, and other duties and responsibilities set forth to process the Settlement, and as requested
25 by the Parties. Administration Expenses Payment are currently estimated not to exceed \$8,000.00
26 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

27 20. Under the Settlement Agreement, Defendant is responsible for any employer-side
28 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the

1 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's
2 Individual Class Payments will be allocated twenty percent (20%) to wages and eighty percent
3 (80%) to penalties and interest. The Administrator will withhold the employee's share of taxes
4 and withholdings with respect to the wages portion of the Individual Class Payments.

5 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

6 21. **Ascertainability:** The proposed Class is defined as all current and former hourly-
7 paid or non-exempt California employees who worked for Defendant at any time during the Class
8 Period, which is July 18, 2019 to February 4, 2025, or the date of Preliminary Approval, whichever
9 is sooner.

10 22. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
11 approximately 257 individuals who worked an estimated total of 17,030 workweeks.

12 23. **Commonality:** Based on investigation and information discovered, Class Counsel
13 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
14 the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved
15 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
16 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
17 pay, failed to timely pay wages during employment and upon termination of employment, failed
18 to provide compliant wage statements, failed to maintain requisite payroll records, and failed to
19 reimburse necessary business expenses, and thereby engaged in unfair business practices and
20 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
21 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were
22 expected to perform similar job duties and were subject to the same or similar operations and
23 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's
24 recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were
25 substantially the same during the time period at issue. As a result of said alleged uniform practices,
26 Plaintiff claims that the Class Members were not paid all of the compensation that was owed to
27 them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
28 would be determined by Defendant's uniform operations and employment practices, policies, and

1 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
2 California during the relevant time period.

3 24. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing
4 a class action against his former employer. Plaintiff spent considerable time and effort to produce
5 relevant documents and past employment records and to provide the facts and evidence necessary
6 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him
7 and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that
8 are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject
9 to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on
10 the challenge and risk of commencing and maintaining this action, and he has not yet received any
11 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
12 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other
13 hourly-paid employees and the State of California.

14 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

15 25. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
16 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
17 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
18 is the attorney of record in well over a dozen employment-related putative class actions in both
19 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
20 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
21 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. During a relatively short time, in association
24 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
25 thousands of individuals in California.

26 26. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
28 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive

1 formal training in dispute resolution and negotiation from the Straus Institute for Dispute
2 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
3 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
4 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
5 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
6 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
7 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
8 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
9 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
10 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
11 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
12 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
13 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
14 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
15 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
16 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
17 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
18 involving the executive, administrative, and other overtime exemptions to the State of California
19 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
20 has successfully obtained class certification by contested motion practice in approximately sixteen
21 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

22 27. Arby Aiwarzian is a Senior Partner of Lawyers *for* Justice, PC. He received his
23 Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum
24 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
25 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
26 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
27 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
28 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.

1 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
2 of the State of California and all United States District Courts in the State of California. He has
3 worked on many wage-and-hour class action and representative action cases, taking the lead in
4 taking and defending depositions, arguing motions, and attending mediations. He has played an
5 integral role in preparing matters for class certification, including and not limited to, successful
6 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
7 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
8 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
9 RG13680477). Under his supervision, dozens of class action or representative action cases have
10 resulted in settlements that have been granted court approval. He has handled over one hundred
11 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
12 representative action cases which have resulted in settlement.

13 28. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a
14 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
15 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
16 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010),
17 in New York (since 2013), and in Washington (since 2026), and is also admitted to practice in all
18 U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California,
19 U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has
20 taken and defended dozens of depositions and successfully handled motion practice in class action
21 cases regarding discovery (including and not limited to, regarding class contact information), class
22 certification (both contested class certification and stipulated class certification), arbitration
23 agreements, coordination, and intervention. She has successfully handled briefing and oral
24 argument on appeal and obtained notable decisions regarding the Private Attorneys General Act
25 and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential*
26 *Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017),
27 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has
28 significant experience with class actions, including and not limited to working on cases to obtain

1 class certification through contested motion practice and working on cases in the post-certification
2 stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial
3 preparation in conjunction with co-counsel in a case involving a certified class consisting of
4 approximately 2,600 individuals). She has extensive experience with class action and/or
5 representative action settlements, and has handled this process in over five hundred (500) cases.
6 Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers *for* Justice, PC has
7 handled the class certification and court approval process for hundreds of class action and/or
8 representative action matters that have successfully resolved. She is a member of the California
9 Employment Lawyers Association and, on several occasions, has been a speaker regarding topics
10 in wage and hour law at the organization's continuing legal education events.

11 29. Selena Matavosian is a Member of Lawyers *for* Justice, PC. She received a Bachelor
12 of Science degree from California State University, Northridge in 2019 and earned a Juris Doctor
13 degree from Southwestern Law School in 2022. She was admitted to practice law in California in
14 2022. She is admitted to practice before all courts of the State of California and all federal district
15 courts in the State of California. She has worked on many wage-and-hour class action and PAGA
16 representative cases, and her work on these cases has included researching and drafting pleadings
17 and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
18 and settlement agreements, claims evaluation and analysis, and making court appearances.

19 30. I am an Associate Attorney of Lawyers *for* Justice, PC. I received my Bachelor's
20 degree from the University of California, Santa Barbara in 2019, and earned my Juris Doctor
21 degree from Southwestern Law School in 2024. I was admitted to practice law in California in
22 November of 2024. From approximately May 2022 to approximately August 2022, I served as a
23 Judicial Extern to the Honorable Andre Birotte Jr. at the United States District Court for the Central
24 District of California. I am admitted to practice before all courts of the State of California and all
25 federal district courts in the State of California. Since joining Lawyers *for* Justice, PC, I have
26 worked on wage and hour class action and PAGA representative matters. My work has included,
27 *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting,
28 negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice,

claims evaluation and analysis, and making court appearances.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

31. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

32. Class Counsel has litigated the case for over two (2) and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Daniel Turner, Esq., a respected mediator of complex wage and hour actions. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff’s principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of

1 Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff and the
2 State of California, with respect to aggrieved employees, Released Parties.

3 33. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
4 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
5 conducted significant investigation and formal and informal discovery regarding the facts of the
6 case, including and not limited to, the exchange, review, and analysis of a volume of documents
7 and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents
8 that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment
9 records, a detailed sampling of Plaintiff's and other Class Members' time data and pay records,
10 Defendant's Employee Handbook, internal memoranda, Employee Orientation Checklist, job
11 descriptions, company policy acknowledgements (including but not limited to Disclosure and
12 Authorization acknowledgment, Human Resources Policies and Procedures acknowledgment,
13 Workers' Compensation acknowledgment, General Handbook Acknowledgment, Final Paycheck
14 Acknowledgement), forms (including but not limited to Employment Application, Acceptance of
15 Offer Letter of Employment, performance review sheets), procedures (including but not limited to
16 Human Resources Policies and Procedures, Final Wages Beneficiary Designation Form), among
17 other information and documents. Class Counsel had the opportunity to interview Plaintiff to
18 gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on
19 numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of
20 documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and
21 mediation brief and prepared for and attended court proceedings, settlement negotiations, and the
22 mediation, among other tasks.

23 34. Counsel for the Parties have also invested time researching and investigating the
24 applicable law, which is constantly evolving as it relates to certification, representative PAGA
25 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
26 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts
27 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
28 and reasonable.

1 35. Class Counsel is aware of the defenses and position of Defendant, but believes that
2 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
3 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
4 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens
5 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
6 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
7 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
8 who is experienced and well-regarded in complex wage and hour actions.

9 36. Defendant, on the other hand, denied and continues to deny any liability and
10 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
11 this lawsuit is appropriate for class treatment or representative adjudication for any purpose other
12 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
13 have also had the opportunity to interview witnesses and review documents and information
14 relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant,
15 and Defendant's operations and employment policies, practices, and procedures. The Parties also
16 reviewed and analyzed a volume of documents and data to determine the potential value and
17 strength of the claims. The available information enabled Class Counsel to assess and value the
18 class and PAGA claims and prepare violation, damages, and penalties analyses models.
19 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
20 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
21 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
22 Settlement takes into account the strengths and weaknesses of each side's position and the
23 uncertainty of how the case might have concluded at trial and/or appeals.

24 **ESTIMATE OF THE VALUE OF THE CLAIMS**

25 37. Plaintiff's action alleges that Defendant has violated the California Labor Code and
26 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
27 scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to
28 properly compensate overtime and minimum wages, failing to provide compliant meal and rest

1 periods and associated premium pay, failing to timely pay wages during employment, failing to
2 timely pay wages upon termination and associated waiting-time penalties, failing to provide
3 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
4 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
5 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
6 and gives rise to civil penalties recoverable under PAGA.

7 38. Based on data provided by Defendant, the total number of Class Members during
8 the period from July 18, 2019 through November 6, 2024 ("relevant time period") was estimated
9 to be approximately 257 individuals who worked an estimated total of 17,030 workweeks with an
10 average hourly rate of pay of \$17.55.

11 39. Plaintiff contended that Defendant required Class Members to perform work before
12 clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
13 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required
14 Class Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include
15 non-discretionary bonuses and incentives in the calculation of the regular rate when paying
16 overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later,
17 shortened, and/or interrupted, that Class Members were required to remain on premises during rest
18 breaks, readily available to assist with work tasks, and that Defendant failed to properly pay
19 premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
20 Defendant intentionally and willfully failed to pay Plaintiff and Class Members all wages due to
21 them while they were employed by Defendant, within the time period permissible under California
22 law, and that Defendant failed to pay all wages due upon termination, within the time period
23 permissible under California law, thereby triggering waiting-time penalties under California Labor
24 Code section 203. Plaintiff contended that, based on the violations described herein, the wage
25 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
26 Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other Class
27 Members for necessary business expenses, including, but not limited to, the costs associated with
28 the usage of personal cell phones, and costs associated with footwear and uniforms.

1 40. Class Counsel considered Defendant's arguments, e.g., that the employer's practices,
2 policies, and procedures complied with the law, that Defendant paid Class Members over the
3 California minimum wage for all hours worked, that Defendant correctly paid overtime for all
4 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
5 only arise from "willful" failure to pay wages due and owing at the time of termination or
6 resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage
7 statement violations and that this alleged violation and the alleged recordkeeping violation are
8 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
9 employees for necessary business-related expenses exists. Class Counsel also considered the
10 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
11 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
12 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
13 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
14 that it could be determined that individual liability issues predominate (e.g., due to purported
15 variation in shifts, locations, job duties, and other circumstances which could raise individualized
16 questions of fact) and could pose challenges to certification, manageability, and the merits of
17 Plaintiff's claims.

18 41. Class Counsel considered information, data, and documents obtained from Plaintiff,
19 Defendant, and other sources, and created violation, damages, and penalties valuations and models
20 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the
21 claims. However, the potential value of each claim assumed an exposure based on the above-
22 captioned action having been certified and Plaintiff having proven all elements of the claims and
23 entitlement to monetary recovery in the above-captioned action (on a class-wide and a
24 representative basis), despite risks associated with obtaining and maintaining certification and
25 demonstrating manageability, risks to establishing liability and any underlying California Labor
26 Code and IWC Wage Order violations and damages, and significant additional costs that would
27 have to be incurred in order to certify the above captioned action and establish liability, damages,
28 and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized

issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$896,629.50 (17,030 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$26.33, which is based on the average hourly rate of \$17.55). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$582,809.18), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$291,404.59), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$116,561.84).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$298,876.50 (17,030 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$17.55). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$179,325.90, a discount of 55% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$80,696.66), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$24,209.00).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$597,753.00 (17,030 workweeks x 2 meal

period premium x average hourly rate of \$17.55). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$388,539.45), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$194,269.73), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$77,707.89).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$298,876.50 (17,030 workweeks x 1 rest period premiums x average hourly rate of \$17.55). At this juncture, a discount of 45% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$164,382.08), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$82,191.04), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$24,657.31).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 159 Class Members had been terminated during the three-year statute of limitations (i.e., from July 18, 2020). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$669,708.00 collectively (159 individuals x [30 days x hourly rate of \$17.55 x 8 hours]), or approximately \$4,212.00 per individual. At this juncture, a discount of 50% was applied to account for the risks associated

1 with obtaining and maintaining class certification (bringing the value of this claim
2 closer to \$334,854.00), a discount of 50% was applied to account for the risks
3 associated with succeeding on the merits and establishing liability (bringing the
4 value of this claim closer to \$167,427.00), and a discount of 70% was applied to
5 account for the risks associated with proving the extent of damages and obtaining
6 an award thereof (bringing the value of this claim closer to \$50,228.10).

7 g. Failure to Provide Compliant Wage Statements: The potential value of this claim
8 was calculated to be \$409,300.00 ([162 initial violations x \$50 statutory penalty] +
9 [4,012 subsequent violations x \$100 statutory penalty]). At this juncture, a discount
10 of 50% was applied to account for the risks associated with obtaining and
11 maintaining class certification (bringing the value of this claim closer to
12 \$204,650.00), a discount of 50% was applied to account for the risks associated with
13 succeeding on the merits and establishing liability (bringing the value of this claim
14 closer to \$102,325.00), and a discount of 70% was applied to account for the risks
15 associated with proving the extent of damages and obtaining an award thereof
16 (bringing the value of this claim closer to \$30,697.50).

17 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be
18 recoverable by the Labor Commissioner, therefore, the value of this claim is
19 considered as a part of the valuation of the PAGA claim contained *infra*.

20 i. Failure to Reimburse Necessary Business Expenses: The potential value of this
21 claim was estimated to be \$136,240.00 (17,030 workweeks x \$8.00 unreimbursed
22 business expenses). At this juncture, a discount of 50% was applied to account for
23 the risks associated with obtaining and maintaining class certification (bringing the
24 value of this claim closer to \$68,120.00), a discount of 50% was applied to account
25 for the risks associated with succeeding on the merits and establishing liability
26 (bringing the value of this claim closer to \$34,060.00), and a discount of 60% was
27 applied to account for the risks associated with proving the extent of damages and
28 obtaining an award thereof (bringing the value of this claim closer to \$13,624.00).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$275,400.00 (162 aggrieved employees estimated to have worked during one-year statutory period x \$1,700 civil penalties). At this juncture, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$82,620.00), and a discount of 60% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$33,048.00).

42. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

RELATED MATTERS AGAINST DEFENDANT

43. By way of the Court's February 27, 2026 Order, the Court noted that the motion "does not discuss any related matters in all jurisdictions throughout California, nor does it discuss other matters potentially influenced by this settlement," and instructed Class Counsel to "perform a diligent and reasonable search to determine if other matters exist throughout California."

(February 27, 2026 Order, ¶ 1).

44. To address the Court’s concerns, after a diligent and reasonable inquiry, neither myself nor other attorneys at my firm are aware of any other related matters to the above-captioned action that were filed in any jurisdiction in California, nor of any other case(s) asserting overlapping claims, which may be impacted by the Settlement.

CLASS COUNSEL FEES PAYMENT

45. By way of the Court’s May 19, 2026 Order, the Court noted that it “will not award attorney’s fees higher than 1/4 of 25% of the settlement amount.” (May 19, 2026 Order, ¶ 1).

46. To address the Court’s order, the Parties have revised the Original Agreement and Amendment No. 1 to the Settlement Agreement to provide for a “Class Counsel Fees Payment of not more than twenty-five percent (25%) of the Gross Settlement Amount, which is currently estimated to be \$173,750.00.” (Amendment No. 2, ¶ D).

CLASS REPRESENTATIVE SERVICE PAYMENT

47. By way of the Court’s May 19, 2026 Order, the Court noted that it “will not award an enhancement award higher than \$2,500 to Plaintiff Marcus Trammel.” (May 19, 2026 Order, ¶ 1).

48. To address the Court’s order, the Parties have revised the Original Agreement and Amendment No. 1 to the Settlement Agreement to provide for a “Class Representative Service Payment to the Class Representative of not more than \$2,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). (Amendment No. 2, ¶ C).

LWDA SUBMISSION

49. By way of the Court’s February 27, 2026 Order, the Court noted that “[c]ounsel has not provided proof of service on the LWDA.” (February 27, 2026 Order, ¶ 8).

50. On January 16, 2026, Plaintiff submitted the Motion for Preliminary Approval and supporting documents, which included the Original Agreement attached as “EXHIBIT 2” to the Declaration of Maria Halwadjian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, to the LWDA. A true and correct copy of the e-mail

confirmation receipt from the LWDA, indicating the LWDA's receipt of the submission of these documents is attached hereto as "**EXHIBIT 5.**"

51. On April 27, 2026, Plaintiff submitted the First Amended Motion for Preliminary Approval and supporting documents, which included the Original Agreement and Amendment No. 1 to the Settlement Agreement, attached as "EXHIBIT 2" and "EXHIBIT 3," respectively, to the First Amended Declaration of Maria Halwadjian in Support of Plaintiff's First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement, to the LWDA. A true and correct copy of the e-mail confirmation receipt from the LWDA, indicating the LWDA's receipt of the submission of these documents is attached hereto as "**EXHIBIT 6.**"

52. As of June 29, 2026, a query of the LWDA's PAGA Case Search Database (<https://cadir.my.salesforce-sites.com/PagaSearch/>) confirms that the Motion for Preliminary Approval (along with the Original Agreement) was submitted to the LWDA on January 16, 2026 and the First Amended Motion for Preliminary Approval (along with the Original Agreement and Amendment No. 1) was submitted to the LWDA on April 27, 2026. A print-out of the PAGA Case Detail search results generated on June 29, 2026 from the LWDA PAGA Case Search Database is attached hereto as "**EXHIBIT 7.**"

53. Upon filing of Plaintiff's second amended motion for preliminary approval with the Court, Plaintiff will submit the second amended motion for preliminary approval and supporting documents to the LWDA.

ADDITIONS AND/OR REVISIONS TO MOTION FOR PRELIMINARY APPROVAL

54. By way of the Court's May 19, 2026 Order, the Court requested that the "revised papers must include both a clean copy and a copy with 'track changes' turned on so the Court can visually inspect the changes." (May 19, 2026 Order, ¶ 2).

55. To address the Court's request, redlined versions with "track changes" on for the second amended papers being filed in support of preliminary approval are attached herewith. A redlined version of Plaintiff's Second Amended Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities is attached hereto as "**EXHIBIT 8.**" A redlined version of this declaration (Second Amended

1 Declaration of Maria Halwadjian in Support of Plaintiff's Second Amended Motion for
2 Preliminary Approval of Class Action and PAGA Settlement) is attached hereto as "EXHIBIT
3 9." A redlined version of the Declaration of Marcus Trammel in Support of Plaintiff's Second
4 Amended Motion for Preliminary Approval of Class Action and PAGA Settlement is attached
5 hereto as "EXHIBIT 10." A redlined version of the [Second Amended Proposed] Order Granting
6 Preliminary Approval of Class Action and PAGA Settlement is attached hereto as "EXHIBIT
7 11." A redlined version of the Class Notice is attached hereto as "EXHIBIT 12."

8 56. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
9 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits
10 that the Settlement is within an acceptable range of recovery for this type of litigation given the
11 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
12 and risks associated with class certification, representative adjudication, trial, and/or appeals.

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 on this 30th day of June 2026, at Glendale, California.

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17 Maria Halwadjian
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EXHIBIT 1



May 11, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: BEAR SPRINGS HOTEL

Dear Representative:

We have been retained to represent Marcus Trammel against Bear Springs Hotel (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “BSH”) for violations of California wage-and-hour laws. Mr. Trammel seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Trammel seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

BSH employed Mr. Trammel as an hourly-paid, non-exempt employee from approximately September 2021 to approximately October 2022, in the State of California.

The “aggrieved employees” that Mr. Trammel may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, BSH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

BSH required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to,

responding to work-related inquiries, completing COVID screening protocols, donning and/or doffing uniform, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Trammel and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Trammel and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, BSH required Mr. Trammel and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, BSH failed to pay Mr. Trammel and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, BSH failed to pay Mr. Trammel and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, BSH did not provide Mr. Trammel and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from BSH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include

the total hours worked by Mr. Trammel and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Trammel and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Trammel and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Trammel and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Trammel and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, BSH failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Trammel and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, BSH did not provide Mr. Trammel and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, BSH failed to pay Mr. Trammel and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Trammel and the other aggrieved employees reported to work and were furnished less than

half the usual or scheduled day's work. During the relevant time period, BSH failed to pay Mr. Trammel and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Trammel and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Trammel and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by BSH. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Trammel seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Bear Springs Hotel
27959 Highland Ave,
Highland, CA 92346

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Marcus Trammel (“Plaintiff”), individually, on behalf of all others similarly situated, on behalf of the State of California, and on behalf Aggrieved Employees (as defined herein), and defendant Hakwaanain, LLC, dba Bear Springs Hotel (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

This Agreement shall be binding on Plaintiff, Participating Class Members (as defined herein), the State of California with respect to Aggrieved Employees (as defined herein), and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Marcus Trammel v. Bear Springs Hotel*, Case No. CIVSB2316296, initiated on July 18, 2023, and pending in the Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee(s)” means all current and former hourly-paid or non-exempt California employees who worked for Defendant at any time during the PAGA Period.
- 1.5. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt California employees who worked for Defendant at any time during the Class Period.
- 1.6. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods, which Defendant will provide to the Administrator.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as “**Exhibit A**” and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from July 18, 2019 to February 4, 2025, or the date of Preliminary Approval, whichever is sooner.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Class Settlement” means the settlement and resolution of all Released Class Claims.
- 1.15. “Court” means the Superior Court of California, County of San Bernardino.
- 1.16. “Defendant” means the named defendant Hakwaanain, LLC, dba Bear Springs Hotel.
- 1.17. “Defense Counsel” means Jack Sholkoff of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$695,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below.

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

- 1.23. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Objection” means a Participating Class Member’s objection to the Class Settlement, which can be made orally at the Final Approval Hearing and/or in writing on or before the Response Deadline. A written Objection must: (a) contain the case name and number of the Action; (b) contain the Participating Class member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Only Class members who do not opt out of the Class Settlement (i.e., Participating Class Members) can object to the Class Settlement. Neither Participating Class Members nor Aggrieved Employees can object to the PAGA Settlement.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period though Defendant may exclude, if feasible, pay periods where a Class Member did not record any time in Defendant’s timekeeping system, including vacation and leave weeks.

- 1.31. “PAGA Period” means the period between May 11, 2022 and February 4, 2025, or the date of Preliminary Approval, whichever is sooner.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s May 11, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and the seventy-five percent (75%) to the LWDA in settlement of PAGA claims.
- 1.35. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiff” means Marcus Trammel, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means: Defendant and Defendant's past, present, and/or future directly or indirectly related or affiliated entities, subsidiaries, or parents and each of their employees, attorneys, partners, agents, assigns, representatives, designees, insurers, plan administrators, parent companies, subsidiaries, affiliates, alleged joint employers, contractors, and other related persons or entities, including their predecessors, successors, and equity and asset purchasers, together with their respective officers, directors, members, managers, shareholders, partners (general and limited), agents, owners, legal representatives, servants, and employees (current and former), and the assigns, heirs, privies, predecessors, successors, and insurers of each of the foregoing persons and entities in their individual, corporate, and official capacities.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request for

Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four(4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. In accordance with California law, Aggrieved Employees may not exclude themselves from the PAGA Settlement.

- 1.44. "Response Deadline" means sixty (60) days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period, though Defendant may exclude, if feasible, weeks where a Class Member did not record any time in Defendant's timekeeping system, including vacation and leave weeks.

2. RECITALS.

- 2.1. On July 18, 2023, Plaintiff commenced this Action by filing a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act (PAGA) alleging causes of action against Defendant for unpaid overtime, unpaid meal periods, unpaid rest periods, unpaid minimum wages, failure to pay final wages, failure to timely pay wages, non-compliant wage statements, failure to keep payroll records, unreimbursed business expenses, unfair business practices related to violations of the Labor Code, and civil penalties pursuant to PAGA (the "Complaint"). Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On May 11, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff provided notice by electronic upload to the LWDA and written notice by certified mail to Defendant of the specific provisions of the California Labor Code that were violated.
- 2.3. On November 6, 2024, the Parties participated in a full-day mediation presided by Daniel Turner, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated

with continued litigation. Based on the information, documents, and data obtained, and Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and the State of California in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

- 2.4. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$695,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses

Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$243,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment are less, or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings

and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (i.e., \$56,250.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (i.e., \$18,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$18,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimated there were 257 Class Members who collectively worked a total of 17,030 Workweeks from July 18, 2019, through November 6, 2024, as well as 162 Aggrieved Employees who worked a total of 4,174 PAGA Pay Periods from May 11, 2022 through November 6, 2024.

4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the

Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. Settlement Checks

(a) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including those Class Members who request exclusion from the Class Settlement but qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

(b) The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- (c) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- (d) The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Plaintiff's Release. To the extent not already covered by other past settlements, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of Plaintiff's employment that occurred prior to the date of execution of this agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under Paragraph 5.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) violations of the Unfair Competition Law; (g) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the "Release Claims"). The Release shall cover the Class Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims based on facts occurring outside the Class Period.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in this Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.

- 5.3. Release by Aggrieved Employees: All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following PAGA claims: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages

owed upon termination of employment (collectively, the “Release PAGA Claims”). This PAGA Release shall cover the PAGA Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for its Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

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

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

7.4.3. The deadlines for Class Members’ written Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

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7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of whether they request exclusion from the Class Settlement.
- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The

Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written Objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3. Class Members who request exclusion from the Class Settlement have no right to object to any of the class action components of the Settlement.

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

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

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

- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.
 - 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
 - 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
 - 7.8.6. Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.
- 8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** If the number of Workweeks between July 18, 2019 and February 4, 2025 exceeds 17,030 by more than 10% (i.e., greater than 18,733), Defendant shall have the option to either (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the release period

to an earlier date at which only the represented number of workweeks plus 10% are covered by the Class Period.

9. DEFENDANT’S RIGHT TO TERMINATE SETTLEMENT. In the event that more than 10% of Class Members exercise their right to opt out of the settlement, Defendant may, in its sole discretion, revoke the settlement. Any such revocation must be made within ten (10) days of the date that Defendant learns that more than ten percent (10%) of the Class Members have opted out. If Defendant exercises this right, it shall be responsible for the costs incurred by the Administrator through that date.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”).

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

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

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

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

Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

12. ADDITIONAL PROVISIONS.

- 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the 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, 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 move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure the benefit of, the successors of each of the Parties.
- 12.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Additionally, Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this paragraph means Plaintiff and Class Counsel will not issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording, or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.
- 12.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger addressed as follows:
- To Plaintiff: Lawyers *for* Justice P.C.
Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
450 North Brand Blvd., Suite 900
Glendale, CA 91203
arby@calljustice.com
joanna@calljustice.com
brian@calljustice.com
maria@calljustice.com

To Defendant: OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Jack S. Sholkoff
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
jack.sholkoff@ogletree.com

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

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

12.18. Representation Regarding Other Claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims against Defendant, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, and Plaintiff's Counsel is not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the operative complaint(s) and amended complaint(s) in this Action.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement Agreement between Plaintiff and Defendant:

IT IS SO AGREED.

12/08/2025

Date: December __, 2025

PLAINTIFF Marcus Trammel

Electronically Signed by: 2025-12-08 18:15:15 UTC - 174.233.238.103
Nintex Assurance
07152043-9abf-4116-a056-b3ad912c972a

Marcus Trammel

Date: December 10, 2025

DEFENDANT Hakwaanain, LLC

Inc. DocuSigned by:
David Pipkin
3E29C4D22527489...

By: David Pipkin

Date: December 8, 2025

LAWYERS FOR JUSTICE, PC

Maria Halwadjian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Attorney for Plaintiff

Date: December 10, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

Jack S. Sholkoff
Attorney for Defendant

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

*Marcus Trammel v. Bear Springs Hotel
Case No. CIVSB2316296*

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hakwaanain, LLC dba Bear Springs Hotel. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Marcus Trammel (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period of July 18, 2019 and February 4, 2025, and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period May 11, 2022 and February 4, 2025 (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting 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 Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

	object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amounts 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 Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records are stated in Section 4 of this Class Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same 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: Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian from Lawyers *for* Justice P.C. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages. It contends that it complied with all applicable laws, but that settling this matter is a business decision that allows it to minimize risk and legal expenditures.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$695,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 \$243,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A 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 \$8,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$75,000.00 for PAGA Penalties, allocated seventy-five percent (75%) to the LWDA PAGA Payment and twenty-five percent (25%) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to e.g., interest, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay

employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
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 [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) violations of the Unfair Competition Law; (g) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the “Released Class Claims”). The Release shall cover the Class Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in this Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Agreement.

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

The Aggrieved Employees' Releases is as follows:

All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following PAGA claims: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment (collectively, the "Release PAGA Claims"). This PAGA Release shall cover the PAGA Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

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 \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Your Estimated Class Workweeks. Defendant's records show that, between the Class Period from July 18, 2019 to February 4, 2025, **you worked [REDACTED] workweeks.** To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those weeks may be excluded from your total.
4. Your Estimated PAGA Pay Periods. Defendant's records show that, during the PAGA Period from May 11, 2022 and February 4, 2025, **you worked [REDACTED] pay periods.** (You may have been paid on a bi-weekly basis, in which case each pay period would consist of two (2) weeks). To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those pay periods may be excluded from your total.
5. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated above. You have until [REDACTED] 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 Class Notice has the Administrator's contact

information.

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

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class 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 simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Marcus Trammel v. Bear Springs Hotel*, and include your identifying information (full name, address, telephone number, and approximate dates of employment 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 [REDACTED], or it will be invalid.** Section 9 of the Class Notice has the Administrator's contact information.

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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 Defendant are asking the Court to approve. At least 16 business days before the _____ 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 Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website <https://cap.sb-court.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** . Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Marcus Trammel v. Bear Springs Hotel*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Class 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 Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on at (time) in Department S33 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino California 92415. 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 any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. 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 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

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9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant 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 San Bernardino County Superior Court's website at

(<https://cap.sb-court.org/search>) and entering the Case Number of the Action, Case No. CIVSB2316296. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian

Email Address: arby@calljustice.com, joanna@calljustice.com, brian@calljustice.com,
maria@calljustice.com

Name of Firm: Lawyers for Justice, P.C.

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, CA 91203

Telephone: (818) 619-2080

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 3

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 32639)
Selena Matavosian (SBN348044)
Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

Jack S. Sholkof (SBN 145097)
Kristin Kovacich (SBN 322454)
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Tel: (213) 239-9800 / Fax: (213) 239-9045

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**AMENDMENT NO. 1 TO CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

Complaint Filed: July 18, 2023
Trial Date: None Set

Plaintiff Marcus Trammel (“Plaintiff”) and Defendant Hakwaanain, LLC dba Bear Springs Hotel (“Defendant”) (together with Plaintiff, the “Parties”), pursuant to Paragraph 12.8 of the Class Action and PAGA Settlement Agreement and Class Notice entered into on or around December 10, 2025 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement, as stated herein. Other than as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

A. Paragraph 1.29 of the Original Agreement is hereby amended as follows:

“Objection” means a Participating Class Member’s objection to the Class Settlement, which can be made orally at the Final Approval Hearing and/or in writing on or before the Response Deadline. A written Objection must: (a) contain the case name and number of the Action, (b) contain the Participating Class member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number, (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection, (d) contain copies of any papers, briefs, or other documents upon which the objection is based, and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before the Response Deadline. Only Class members who do not opt out of the Class Settlement (i.e., Participating Class Members) can object to the Class Settlement. Neither Participating Class Members nor Aggrieved Employees can object to the PAGA Settlement. Alternatively, Participating Class Members may also submit an Objection Form, attached hereto as “EXHIBIT B.”

B. Section 1.43 of the Original Agreement is hereby amended as follows:

“Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion must: (a) contain the case name and number of the Action, (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number, (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement, and (d) be submitted by

mail to the Administrator at the specified address, postmarked on or before the Response Deadline. In accordance with California law, Aggrieved Employees may not exclude themselves from the PAGA Settlement. Alternatively, Class Members may also submit a Request for Exclusion Form, attached hereto as “**EXHIBIT C.**”

C. Paragraph 1.44 of the Original Agreement is hereby amended as follows:

“Response Deadline” means sixty (60) days after the Administrator mails the Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion Form or written Request for Exclusion from the Class Settlement, (b) fax, email, or mail an Objection Form or written Objection to the Class Settlement, or (c) fax, email, or mail challenges to the number of Workweeks and/or PAGA Pay Periods to which they have been credited. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

D. Paragraph 1.47 is added to the Original Agreement as follows:

“Notice Packet” means, collectively, the Class Notice, Objection Form, and Request for Exclusion Form, substantially in the forms attached hereto as “**EXHIBIT A,**” “**EXHIBIT B,**” and “**EXHIBIT C,**” respectively.

E. Paragraph 7.4.1 of the Original Agreement is hereby amended as follows:

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

F. Paragraph 7.4.2 of the Original Agreement is hereby amended as follows:

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

G. Paragraph 7.4.3 of the Original Agreement is hereby amended as follows:

The deadlines for Class Members to submit an Objection, challenge to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Notice Packet for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.

H. Paragraph 7.4.4 of the Original Agreement is hereby amended as follows:

If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Notice Packet, or the deadline dates in the Notice Packet, whichever are later.

I. Paragraph 7.5.1 of the Original Agreement is hereby amended as follows:

Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion or Request for Exclusion Form not later than sixty (60) days after the

1 Administrator mails the Notice Packet (plus an additional fourteen (14) days for Class
2 Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a
3 Class Member or his/her representative that reasonably communicates the Class
4 Member's election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for
6 Exclusion or Request for Exclusion Form must be timely faxed, emailed, or postmarked
7 by the Response Deadline.

8 **J. Paragraph 7.5.3. of the Original Agreement is hereby amended as follows:**

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

15 **K. Paragraph 7.6 of the Original Agreement is hereby amended as follows:**

16 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
17 after the Administrator mails the Notice Packet (plus an additional fourteen (14) days for
18 Class Members whose Notice Packet is re-mailed) to challenge the number of Class
19 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
20 Notice. The Class Member may challenge the allocation by communicating with the
21 Administrator via fax, email or mail. The Administrator must encourage the challenging
22 Class Member to submit supporting documentation. In the absence of any contrary
23 documentation, the Administrator is entitled to presume that the Workweeks contained in
24 the Class Notice are correct as long as they are consistent with the Class Data. The
25 Administrator's determination of each Class Member's allocation of Workweeks and/or
26 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
27 challenge. The Administrator shall promptly provide copies of all challenges to
28 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class

Counsel and the Administrator's determination of the challenges.

L. Paragraph 7.7.2 of the Original Agreement is hereby amended as follows:

Participating Class Members may send written Objections or an Objection Form to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection or an Objection Form to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Notice Packet (plus an additional fourteen (14) days for Class Members whose Notice Packet was re-mailed).

M. Paragraph 7.8.1 of the Original Agreement is hereby amended as follows:

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

N. Paragraph 7.8.3. of the Original Agreement is hereby amended as follows:

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

of all Requests for Exclusion and Objections received.

O. Paragraph 7.8.5. of the Original Agreement is hereby amended as follows:

Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the remailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the total number of Objections, total number of challenges to Workweek and/or PAGA Pay Periods, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

P. Exhibit A. Exhibit A to the Original Agreement, which consisted of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ('Class Notice'), is hereby replaced with the revised Class Notice attached hereto as "**EXHIBIT A.**"

Q. Exhibit B. Exhibit B, which consists of the Objection Form, is hereby added to Paragraph 1.28 and 1.47.

R. Exhibit C. Exhibit C, which consists of the Request for Exclusion Form, is hereby added to Paragraph 1.43 and 1.47.

**IT IS SO AGREED ON BEHALF OF PLAINTIFF AND APPROVED AS TO FORM
BY THE UNDERSIGNED COUNSEL OF RECORD:**

Dated: April 27, 2026

LAWYERS for JUSTICE, PC

By: Maria Halwadjian
Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff

**IT IS SO AGREED ON BEHALF OF DEFENDANT AND APPROVED AS TO FORM
BY THE UNDERSIGNED COUNSEL OF RECORD:**

Dated: April 27, 2026

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

By: /s/ Kristin Kovacich

Jack S. Sholkof
Kristin Kovacich
Attorneys for Defendant

EXHIBIT A

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

Marcus Trammel v. Bear Springs Hotel

Case No. CIVSB2316296

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hakwaanain, LLC dba Bear Springs Hotel. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Marcus Trammel (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period of July 18, 2019 and February 4, 2025, and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period May 11, 2022 and February 4, 2025 (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement by submitting a written Objection, or by completing and submitting the enclosed Objection Form to the Administrator. 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 Class Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 Class Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by 	The amounts 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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records are stated in Section 4 of this Class Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same 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: Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Maria Halwadjian from Lawyers *for* Justice P.C. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages. It contends that it complied with all applicable laws, but that settling this matter is a business decision that allows it to minimize risk and legal expenditures.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$695,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 \$243,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A 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 \$8,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated seventy-five percent (75%) to the LWDA PAGA Payment and twenty-five percent (25%) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to e.g., interest, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are

counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion or by submitting the enclosed Request for Exclusion Form by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) violations of the Unfair Competition Law; (g) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the “Released Class Claims”). The Release shall cover the Class Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in this Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Agreement.

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

The Aggrieved Employees' Releases is as follows:

All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following PAGA claims: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment (collectively, the "Release PAGA Claims"). This PAGA Release shall cover the PAGA Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

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 \$ [REDACTED] 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. Your Estimated Class Workweeks. Defendant's records show that, between the Class Period from July 18, 2019 to February 4, 2025, **you worked [REDACTED] Workweeks.** To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those weeks may be excluded from your total.
4. Your Estimated PAGA Pay Periods. Defendant's records show that, during the PAGA Period from May 11, 2022 and February 4, 2025, **you worked [REDACTED] PAGA Pay Periods.** (You may have been paid on a bi-weekly basis, in which case each pay period would consist of two (2) weeks). To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those pay periods may be excluded from your total.
5. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated above. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA 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 Class Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class 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 simple statement that you do not want to participate in the Class Settlement, or complete and submit the enclosed Request for Exclusion Form. The Administrator will exclude you based on any writing communicating your request to be excluded from the Class Settlement. Be sure to personally sign your request, identify the Action as *Marcus Trammel v. Bear Springs Hotel*, and include your identifying information (full name, address, telephone number, and approximate dates of employment 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 [REDACTED], or it will be invalid.** Section 9 of the Class 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 Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the [REDACTED] 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 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website <https://cap.sb-court.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for submitting written objections or completing and submitting an Objection Form to the Administrator is** . Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Marcus Trammel v. Bear Springs Hotel*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Class 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 Class Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on at (time) in Department S33 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino California 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. 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 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and 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 San Bernardino County Superior Court's website at (<https://cap.sb-court.org/search>) and entering the Case Number of the Action, Case No. CIVSB2316296. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian

Email Address: arby@calljustice.com, joanna@calljustice.com, brian@calljustice.com, maria@calljustice.com

Name of Firm: Lawyers for Justice, P.C.

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, CA 91203

Telephone: (818) 619-2080

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

OBJECTION FORM

Marcus Trammel v. Bear Springs Hotel
San Bernardino County Superior Court, Case No. CIVSB2316296

If you wish to object to the Class Settlement described in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), you may fill out this form and mail it to the Administrator, or submit a letter as described in the Class Notice, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD
[INSERT MAILING ADDRESS]

Explanation of the Grounds for Your Objection (along with Legal or Factual Support for Your Objection):

If you are relying on papers, briefs, or other documents to make your objection, you must attach them to this form.

Full Name of Class Member: _____

Address of Class Member: _____

Signature of Class Member: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you have a legal representative representing you with respect to your objection, you must also provide the following information:

Full Name of Class Member’s Legal Representative: _____

Address of Class Member’s Legal Representative: _____

Telephone Number of Class Member’s Legal Representative: _____

Signature of Class Member’s Legal Representative: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.
For more information, please consult the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Marcus Trammel v. Bear Springs Hotel
San Bernardino County Superior Court, Case No. CIVSB2316296

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Marcus Trammel v. Bear Springs Hotel*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Class Payment. I understand that, if I am an Aggrieved Employee (i.e., if I am currently or was formerly employed by and worked for Defendant Bear Springs Hotel in California at any time during the period from May 11, 2022 to February 4, 2025) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

Questions? Call: [Settlement Administrator's 1-800 number]

REQUEST FOR EXCLUSION FORM

EXHIBIT 4

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 32639)
Selena Matavosian (SBN348044)
Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

Jack S. Sholkof (SBN 145097)
Kristin Kovacich (SBN 322454)
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Tel: (213) 239-9800 / Fax: (213) 239-9045

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**AMENDMENT NO. 2 TO CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE**

Complaint Filed: July 18, 2023
Trial Date: None Set

Plaintiff Marcus Trammel (“Plaintiff”) and Defendant Hakwaanain, LLC dba Bear Springs Hotel (“Defendant”) (together with Plaintiff, the “Parties”), pursuant to Paragraph 12.8 of the Class Action and PAGA Settlement Agreement and Class Notice entered into on or around December 10, 2025 (“Original Agreement”), hereby agree to amend the terms of the Original Agreement and the Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1.” or “Amendment No. 1 to the Settlement Agreement”), as stated herein. Other than as expressly set forth herein, the terms and conditions of the Original Agreement and Amendment No. 1 shall remain in full force and effect.

A. Paragraph 1.10 of Amendment No. 1 is hereby amended as follows:

“Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as “**EXHIBIT A**” and incorporated by reference into this Agreement.

B. Paragraph 1.47 of Amendment No. 1 is hereby amended as follows:

“Notice Packet” means, collectively, the Class Notice, Objection Form, and Request for Exclusion Form, substantially in the forms attached hereto, in English and Spanish, as “**EXHIBIT A**,” “**EXHIBIT B**,” and “**EXHIBIT C**,” respectively.

C. Paragraph 3.2.1 of the Original Agreement is hereby amended as follows:

To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$2,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and

1 liability for employee taxes owed on the Class Representative Service Payment.

2 **D. Paragraph 3.2.2 of the Original Agreement is hereby amended as follows:**

3 To Class Counsel: A Class Counsel Fees Payment of not more than twenty-five percent
4 (25%) of the Gross Settlement Amount, which is currently estimated to be \$173,750.00, and a Class
5 Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose
6 requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class
7 Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses
8 Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court
9 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
10 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement
11 Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
12 arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel
13 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
15 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
16 Counsel Litigation Expenses Payment, and holds Defendant harmless, and indemnifies Defendant,
17 from any dispute or controversy regarding any division or sharing of any of these payments.

18 **E. Exhibit A.** Exhibit A to the Amendment No. 1, which consisted of the Court
19 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class
20 Notice"), is hereby replaced with the revised Class Notice, in English and Spanish, attached hereto
21 as "**EXHIBIT A.**"

22 **F. Exhibit B.** Exhibit B to the Amendment No. 1, which consisted of the Objection
23 Form, is hereby replaced with the Objection Form, in English and Spanish, attached hereto as
24 "**EXHIBIT B.**"

25 **G. Exhibit C.** Exhibit C to the Amendment No. 1, which consisted of the Request for
26 Exclusion Form, is hereby replaced with the Request for Exclusion Form, in English and Spanish,
27 attached hereto as "**EXHIBIT C.**"

28 ///

EXHIBIT A

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

Marcus Trammel v. Bear Springs Hotel

Case No. CIVSB2316296

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hakwaanain, LLC dba Bear Springs Hotel. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Marcus Trammel (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period of July 18, 2019 and February 4, 2025, and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period May 11, 2022 and February 4, 2025 (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement by submitting a written Objection, or by completing and submitting the enclosed Objection Form to the Administrator. 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 Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally

	object to the Settlement at the Final Approval Hearing. See Section 8 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by 	The amounts 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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records are stated in Section 4 of this Class Notice. If you disagree with either of these numbers, you must challenge it by  . See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same 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: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian from Lawyers for Justice P.C. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages. It contends that it complied with all applicable laws, but that settling this matter is a business decision that allows it to minimize risk and legal expenditures.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$695,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 \$173,750.00 (25% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$2,500.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$8,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated seventy-five percent (75%) to the LWDA PAGA Payment and twenty-five percent (25%) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to e.g., interest, etc. ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are

counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion or by submitting the enclosed Request for Exclusion Form by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) violations of the Unfair Competition Law; (g) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the “Released Class Claims”). The Release shall cover the Class Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in this Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Agreement.

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

The Aggrieved Employees' Releases is as follows:

All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following PAGA claims: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment (collectively, the "Release PAGA Claims"). This PAGA Release shall cover the PAGA Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

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 \$ [REDACTED] 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. Your Estimated Class Workweeks. Defendant's records show that, between the Class Period from July 18, 2019 to February 4, 2025, **you worked [REDACTED] Workweeks.** To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those weeks may be excluded from your total.
4. Your Estimated PAGA Pay Periods. Defendant's records show that, during the PAGA Period from May 11, 2022 and February 4, 2025, **you worked [REDACTED] PAGA Pay Periods.** (You may have been paid on a bi-weekly basis, in which case each pay period would consist of two (2) weeks). To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those pay periods may be excluded from your total.
5. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated above. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA 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 Class Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class 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 simple statement that you do not want to participate in the Class Settlement, or complete and submit the enclosed Request for Exclusion Form. The Administrator will exclude you based on any writing communicating your request be excluded from the Class Settlement. Be sure to personally sign your request, identify the Action as *Marcus Trammel v. Bear Springs Hotel*, and include your identifying information (full name, address, telephone number, and approximate dates of employment 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 [REDACTED], or it will be invalid.** Section 9 of the Class 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 Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the [REDACTED] 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 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [\(url\)](#) or the Court's website <https://cap.sb-court.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for submitting written objections or completing and submitting an Objection Form to the Administrator is [\(url\)](#).** 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, *Marcus Trammel v. Bear Springs Hotel*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Class 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 Class 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 [\(date\)](#) at [\(time\)](#) in Department S33 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino California 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and 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 San Bernardino County Superior Court's website at (<https://cap.sb-court.org/search>) and entering the Case Number of the Action, Case No. CIVSB2316296. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian

Email Address: arby@calljustice.com, joanna@calljustice.com, brian@calljustice.com, maria@calljustice.com

Name of Firm: Lawyers for Justice, P.C.

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, CA 91203

Telephone: (818) 619-2080

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

**AVISO APROBADO POR EL TRIBUNAL DE ACUERDO DE DEMANDA COLECTIVA
Y**

FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Marcus Trammel v. Bear Springs Hotel

Caso No. CIVSB2316296

El Tribunal Superior del Estado de California autorizó este Aviso de Demanda Colectiva. ¡Léalo cuidadosamente! No es correo basura, spam, un anuncio, ni una solicitud de un abogado. Usted no está siendo Demandado.

Es posible que usted sea elegible para recibir dinero de una Demanda colectiva de empleados (“Demanda”) contra Hakwaanain, LLC dba Bear Springs Hotel. (“Demandado”) por presuntas violaciones de salarios y horas. La Demanda fue presentada por un ex empleado, Marcus Trammel (“Demandante”), y busca el pago de (1) salarios atrasados y otra compensación para una Clase de empleados por hora (“Miembros de la Clase”) que trabajaron para el Demandado durante el Período de la Clase comprendido entre el 18 de julio de 2019 y el 4 de febrero de 2025, y (2) sanciones bajo la Ley General de Procuradores Privados de California (“PAGA”, por sus siglas en inglés) para todos los empleados por hora que trabajaron para el Demandado durante el Período PAGA comprendido entre el 11 de mayo de 2022 y el 4 de febrero de 2025 (“Empleados Agravados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Clase que requiere que el Demandado financie los Pagos Individuales de Clase, y (2) un Acuerdo PAGA que requiere que el Demandado financie los Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés).

Con base en los registros del Demandado y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase será de \$ [REDACTED] (menos retenciones) y se estima que su Pago Individual PAGA será de \$ [REDACTED]**. Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual PAGA, entonces, según los registros del Demandado, usted no es elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Período PAGA.)

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso de Demanda Colectiva. El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se verán afectados, ya sea que actúe o no actúe. Lea este aviso cuidadosamente. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que requiera que el Demandado realice pagos bajo el Acuerdo y que requiera que los Miembros de la Clase y los Empleados Agravados renuncien a sus derechos a hacer valer ciertas reclamaciones contra el Demandado.

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

(1) **No hacer nada.** No necesita hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro de la Clase Participante, renunciará a su derecho a hacer valer reclamaciones salariales del Período de la Clase y reclamaciones de sanciones del Período PAGA contra el Demandado.

(2) **Excluirse del Acuerdo de Clase.** Usted puede excluirse del Acuerdo de Clase presentando una Solicitud de Exclusión por escrito o notificando de otra manera al Administrador por escrito, o completando y enviando el Formulario de Solicitud de Exclusión adjunto al Administrador. Si se excluye del Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, conservará su derecho a continuar personalmente con las reclamaciones salariales del Período de la Clase contra el Demandado y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto.

El Demandado no tomará represalias en su contra por ninguna acción que usted tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo	Si no hace nada, será un Miembro de la Clase Participante, elegible para un Pago Individual de Clase y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Liberadas).
Usted Puede Excluirse del Acuerdo de Clase pero no del Acuerdo PAGA La Fecha Límite de Exclusión es 	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Clase enviando al Administrador una Solicitud de Exclusión por escrito, o completando y enviando el Formulario de Solicitud de Exclusión adjunto al Administrador. Una vez excluido, ya no será elegible para un Pago Individual de Clase y no podrá oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso de Demanda Colectiva. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto. El Demandado debe pagar los Pagos Individuales PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos a continuar con las Reclamaciones Liberadas (definidas a continuación).
Los Miembros de la Clase Participantes Pueden Oponerse al Acuerdo de Clase pero no al Acuerdo PAGA Las Objeciones por Escrito Deben Presentarse Antes del 	Todos los Miembros de la Clase que no se excluyan (“Miembros de la Clase Participantes”) pueden oponerse a cualquier aspecto del Acuerdo propuesto presentando una Objeción por escrito, o completando y enviando el Formulario de Objeción adjunto al Administrador. La decisión del Tribunal sobre si aprobar definitivamente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y al Demandante que continuaron con la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase ni al Demandante, pero cada dólar pagado a los Abogados de la Clase y

	al Demandante reduce el monto total pagado a los Miembros de la Clase Participantes. Usted puede oponerse a las cantidades solicitadas por los Abogados de la Clase o el Demandante si considera que no son razonables. Consulte la Sección 7 de este Aviso de Demanda Colectiva.
Usted Puede Participar en la [REDACTED] Audiencia de Aprobación Final	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el [REDACTED]. Usted no tiene que asistir, pero sí tiene el derecho de comparecer (o contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona, por teléfono o usando la plataforma de comparecencia virtual del Tribunal. Los Miembros de la Clase Participantes pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Final. Consulte la Sección 8 de este Aviso de Demanda Colectiva.
Usted Puede Impugnar el Cálculo de sus Semanas de Trabajo/Períodos de Pago PAGA Las Impugnaciones por Escrito Deben Presentarse Antes del [REDACTED]	Las cantidades de su Pago Individual de Clase y Pago PAGA (si corresponde) dependen, respectivamente, de cuántas semanas de trabajo trabajó al menos un día durante el Período de la Clase y de cuántos Períodos de Pago PAGA trabajó al menos un día durante el Período PAGA. El número de Semanas de Trabajo y el número de Períodos de Pago PAGA que usted trabajó según los registros del Demandado se indican en la Sección 4 de este Aviso de Demanda Colectiva. Si no está de Acuerdo con cualquiera de estos números, debe impugnarlo antes del [REDACTED]. Consulte la Sección 4 de este Aviso de Demanda Colectiva.

1. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante es un ex empleado del Demandado. La Demanda acusa al Demandado de violar las leyes laborales de California por no pagar salarios de horas extras, salarios mínimos, salarios adeudados al momento de la terminación del empleo y gastos reembolsables, y por no proporcionar períodos de comida, descansos y declaraciones salariales detalladas y precisas. Con base en las mismas reclamaciones, el Demandante también ha presentado una reclamación de sanciones civiles bajo la Ley General de Procuradores Privados de California (Código Laboral §§ 2698, y siguientes) (“PAGA”). El Demandante está representado en la Demanda por los abogados: Arby Aiwazian, Joanna Ghosh, Brian J. St. John y Maria Halwadjian de Lawyers for Justice P.C. (“Abogados de la Clase.”)

El Demandado niega rotundamente haber violado ninguna ley o haber dejado de pagar ningún salario. Sostiene que cumplió con todas las leyes aplicables, pero que resolver este asunto es una decisión comercial que le permite minimizar el riesgo y los gastos legales.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO?

Hasta ahora, el Tribunal no ha hecho ninguna determinación sobre si el Demandado o el Demandante tiene razón en cuanto al fondo del asunto. Mientras tanto, el Demandante y el

Demandado contrataron a un mediador neutral y experimentado en un esfuerzo por resolver la Demanda negociando para terminar el caso mediante un Acuerdo (resolver el caso) en lugar de continuar con el proceso costoso y prolongado del litigio. Las negociaciones fueron exitosas. Al firmar un extenso Acuerdo de transacción por escrito (“Acuerdo”) y aceptar conjuntamente solicitar al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y el Demandado han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es una transacción de reclamaciones en disputa. Al aceptar resolver, el Demandado no admite ninguna violación ni reconoce el fundamento de ninguna reclamación. El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque creen que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso de Demanda Colectiva y programó una audiencia para determinar la Aprobación Final.

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

1. El Demandado Pagará \$695,000.00 como el Monto Bruto del Acuerdo (Acuerdo Bruto). El Demandado ha aceptado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador usará el Acuerdo Bruto para pagar los Pagos Individuales de Clase, los Pagos Individuales PAGA, el Pago por Servicios al Representante de la Clase, los honorarios y gastos de los abogados de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”). Suponiendo que el Tribunal otorgue la Aprobación Final, el Demandado financiará el Acuerdo Bruto a más tardar 21 días después de que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros de la Clase Participantes se oponen al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Final:
 - A. Hasta \$173,750.00 (25% del Monto Bruto del Acuerdo) a los Abogados de la Clase por honorarios de abogados y hasta \$20,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago.
 - B. Hasta \$2,500.00 como un Pago por Servicios al Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. El Pago por Servicios al Representante de la Clase será el único dinero que el Demandante recibirá además del Pago Individual de Clase del Demandante y

cualquier Pago Individual PAGA.

C. Hasta \$8,000.00 al Administrador por servicios de administración del Acuerdo.

D. Hasta \$75,000.00 por Sanciones PAGA, asignados setenta y cinco por ciento (75%) al Pago PAGA de la LWDA y veinticinco por ciento (25%) en Pagos Individuales PAGA a los Empleados Agraviados con base en sus Períodos de Pago PAGA.

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

3. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de hacer las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando Pagos Individuales de Clase a los Miembros de la Clase Participantes con base en sus Semanas de Trabajo.
4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y el Demandado están solicitando al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios impositivos (“Porción Salarial”) y 80% a p. ej., intereses, etc. (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se reportará en los Formularios W-2 del IRS. (El Demandado pagará por separado los impuestos sobre la nómina del empleador que adeude sobre la Porción Salarial.) Los Pagos Individuales PAGA se cuentan como sanciones y no como salarios para fines tributarios. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de Clase en los Formularios 1099 del IRS.
5. Necesidad de Cobrar Prontamente los Cheques de Pago. El frente de cada cheque emitido para los Pagos Individuales de Clase y los Pagos Individuales PAGA mostrará la fecha en que el cheque expira (la fecha de vencimiento). Si no lo cobra antes de la fecha de vencimiento, su cheque se cancelará automáticamente y los fondos serán depositados en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre. Si los fondos representados por su cheque se envían al Fondo de Propiedad No Reclamada del Contralor, deberá consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.
6. Solicitudes de Exclusión del Acuerdo de Clase (Exclusiones). Usted será tratado como un Miembro de la Clase Participante, participando plenamente en el Acuerdo de Clase, a menos que notifique al Administrador por escrito, a más tardar el [REDACTED], que desea excluirse. La forma más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada o presentar el Formulario de Solicitud de Exclusión adjunto antes de la [REDACTED] Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o su representante que indique el nombre, la dirección actual, el número de teléfono del Miembro de la Clase y una simple declaración eligiendo ser excluido del Acuerdo. Los Miembros de la Clase Excluidos (es decir, Miembros de la Clase No Participantes) no recibirán Pagos Individuales de Clase, pero

conservarán sus derechos a continuar personalmente con las reclamaciones de salarios y horas contra el Demandado.

Usted no puede excluirse de la porción PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de Clase siguen siendo elegibles para los Pagos Individuales PAGA y deben renunciar a su derecho a hacer valer reclamaciones PAGA contra el Demandado con base en los hechos del Período PAGA alegados en la Demanda.

7. El Acuerdo Propuesto Será Nulo si el Tribunal Niega la Aprobación Final. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ningún dinero y los Miembros de la Clase no liberarán ninguna reclamación contra el Demandado.
8. Administrador. El Tribunal ha designado a una empresa neutral, Phoenix Class Action Administration Solutions (el “Administrador”) para enviar este Aviso de Demanda Colectiva, calcular y realizar pagos y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase respecto a las Semanas de Trabajo, enviará y reenviará por correo los cheques del Acuerdo y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso de Demanda Colectiva.
9. Liberación de los Miembros de la Clase Participantes. Después de que la Sentencia sea definitiva y el Demandado haya financiado totalmente el Acuerdo Bruto (y haya pagado por separado todos los impuestos sobre la nómina del empleador), los Miembros de la Clase Participantes quedarán legalmente impedidos de hacer valer cualquiera de las reclamaciones liberadas bajo el Acuerdo. Esto significa que, a menos que se haya excluido válidamente del Acuerdo de Clase, usted no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones PAGA basadas en los hechos del Período PAGA, según se alegan en la Demanda y se resuelven mediante este Acuerdo.

Los Miembros de la Clase Participantes quedarán vinculados por la siguiente liberación:

Todos los Miembros de la Clase Participantes, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, liberan a las Partes Liberadas de todas las causas de acción y/o teorías legales que se hayan alegado en cualquier Demanda operativa, o que pudieran haberse alegado con base en las alegaciones fácticas de cualquier Demanda operativa, incluyendo, pero no limitándose a todas las siguientes reclamaciones de compensación: (a) falta de pago de todos los salarios (incluyendo, pero no limitándose a, salarios de horas extras y salarios mínimos); (b) violaciones de períodos de comida y descanso; (c) falta de reembolso de gastos

comerciales; (d) falta de proporcionar declaraciones salariales conformes y/u oportunas; (e) falta de pago oportuno de todos los salarios adeudados al momento de la terminación del empleo; (f) violaciones de la Ley de Competencia Desleal; (g) cualquier otra reclamación o sanción bajo las leyes de salarios y horas o derechos primarios alegados en la Demanda; y (h) todos los daños, sanciones, intereses y otras cantidades recuperables bajo dichas causas de acción conforme a la ley, en la medida permitida, incluyendo, pero no limitándose al Código Laboral de California, las Órdenes Salariales aplicables y la Ley de Competencia Desleal de California en cuanto a los hechos alegados en la Demanda (colectivamente, las “Reclamaciones de Clase Liberadas”). La Liberación cubrirá el Período de la Clase tal como se define en el presente documento. El efecto de cosa juzgada (res judicata) de la Sentencia será el mismo que el de la Liberación.

El Demandante y los Miembros de la Clase Participantes podrán descubrir en lo sucesivo hechos o argumentos legales adicionales o diferentes de los que ahora conocen o actualmente creen ser verdaderos con respecto a las reclamaciones, causas de acción y teorías legales de recuperación en esta Demanda que son objeto de las Reclamaciones Liberadas. No obstante, el descubrimiento de nuevos hechos o argumentos legales no limitará de ninguna manera el alcance o la definición de las Reclamaciones de Clase Liberadas y, en virtud de este Acuerdo, se considerará que el Demandante y los Miembros de la Clase Participantes han resuelto y liberado, y por operación de la sentencia definitiva aprobada por el Tribunal, habrán resuelto y liberado total, definitiva y permanentemente todas las Reclamaciones de Clase Liberadas tal como se definen en este Acuerdo.

10. Liberación PAGA de los Empleados Agraviados. Después de que la sentencia del Tribunal sea definitiva, y el Demandado haya pagado el Acuerdo Bruto (y haya pagado por separado los impuestos sobre la nómina del empleador), todos los Empleados Agraviados quedarán impedidos de hacer valer reclamaciones PAGA contra el Demandado, ya sea que se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluyendo aquellos que son Miembros de la Clase Participantes y aquellos que se excluyen del Acuerdo de Clase, no podrán Demandar, continuar Demandando o participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período PAGA alegados en la Demanda y resueltos por este Acuerdo.

La Liberación de los Empleados Agraviados es la siguiente:

Se considera que todos los Empleados Agraviados liberan, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes Liberadas de todas las reclamaciones por sanciones PAGA que surjan durante el Período PAGA que fueron alegadas en cualquier Demanda operativa, o que pudieran haberse alegado con base en las alegaciones fácticas de cualquier Demanda operativa, incluyendo, pero no limitándose a todas las siguientes reclamaciones PAGA: (a) falta de pago de todos los salarios (incluyendo, pero no limitándose a, salarios de horas extras y

salarios mínimos); (b) violaciones de períodos de comida y descanso; (c) falta de reembolso de gastos comerciales; (d) falta de proporcionar declaraciones salariales conformes y/u oportunas; (e) falta de pago oportuno de todos los salarios adeudados al momento de la terminación del empleo (colectivamente, las “Reclamaciones PAGA Liberadas”). Esta Liberación PAGA cubrirá el Período PAGA tal como se define en el presente documento. El efecto de cosa juzgada (res judicata) de la Sentencia será el mismo que el de la Liberación.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto del Acuerdo Neto entre el número total de Semanas de Trabajo trabajadas por todos los Miembros de la Clase Participantes, y (b) multiplicando el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro de la Clase Participante individual.
2. Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo \$ [REDACTED] entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individual.
3. Sus Semanas de Trabajo de Clase Estimadas. Los registros del Demandado muestran que, entre el Período de la Clase del 18 de julio de 2019 al 4 de febrero de 2025, **usted trabajó [REDACTED] Semanas de Trabajo.** En la medida en que tomó vacaciones o un permiso de ausencia durante ese período y, por lo tanto, no registró horas de trabajo en el sistema de registro de horas, esas semanas pueden excluirse de su total.
4. Sus Períodos de Pago PAGA Estimados. Los registros del Demandado muestran que, durante el Período PAGA del 11 de mayo de 2022 al 4 de febrero de 2025, **usted trabajó [REDACTED] Períodos de Pago PAGA.** (Es posible que haya recibido pagos quincenales, en cuyo caso cada período de pago consistiría en dos (2) semanas). En la medida en que tomó vacaciones o un permiso de ausencia durante ese período y, por lo tanto, no registró horas de trabajo en el sistema de registro de horas, esos períodos de pago pueden excluirse de su total.
5. Impugnaciones de Semanas de Trabajo/Períodos de Pago PAGA. El número de Semanas de Trabajo que trabajó durante el Período de la Clase y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según se registran en los registros del Demandado, se indican anteriormente. Tiene hasta el [REDACTED] para impugnar el número de Semanas de Trabajo y/o Períodos de Pago PAGA que se le acreditaron. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de este Aviso de Demanda Colectiva contiene la información de contacto del Administrador.

Debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo del Demandado sobre las Semanas de Trabajo y/o los

Períodos de Pago PAGA con base en los registros del Demandado como exacto, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas de Trabajo y/o Períodos de Pago PAGA con base en su presentación y en la opinión de los Abogados de la Clase (quienes abogarán en nombre de los Miembros de la Clase Participantes) y los Abogados del Demandado. La decisión del Administrador es definitiva. Usted no puede apelar ni impugnar de ninguna otra manera su decisión definitiva.

5. ¿CÓMO ME PAGARÁN?

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

Su cheque será enviado a la misma dirección que este Aviso de Demanda Colectiva. Si cambia su dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso de Demanda Colectiva contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?

Presente una carta firmada y por escrito con su nombre, dirección actual, número de teléfono y una simple declaración indicando que no desea participar en el Acuerdo de Clase, o complete y envíe el Formulario de Solicitud de Exclusión adjunto. El Administrador lo excluirá con base en cualquier escrito que comunique su solicitud de ser excluido del Acuerdo de Clase. Asegúrese de firmar personalmente su solicitud, identifique la Demanda como *Marcus Trammel v. Bear Springs Hotel*, e incluya su información de identificación (nombre completo, dirección, número de teléfono y fechas aproximadas de empleo para fines de verificación). Usted debe hacer la solicitud personalmente. Si otra persona hace la solicitud por usted, no será válida. **Su solicitud de exclusión debe enviarse al Administrador antes del [REDACTED], o de lo contrario será inválida.** La Sección 9 del Aviso de Demanda Colectiva contiene la información de contacto del Administrador.

7. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros de la Clase Participantes tienen el derecho de oponerse al Acuerdo de Clase. Antes de decidir si oponerse, es posible que desee ver lo que el Demandante y el Demandado están solicitando al Tribunal que apruebe. Al menos 16 días hábiles antes de la [REDACTED] Audiencia de Aprobación Final, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya,

entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción para el Pago de Honorarios de los Abogados de la Clase, el Pago de Gastos de Litigio de los Abogados de la Clase y el Pago por Servicios al Representante de la Clase, indicando (i) la cantidad que los Abogados de la Clase están solicitando como Pago por Servicios al Representante de la Clase. Previa solicitud razonable, los Abogados de la Clase (cuya información de contacto está en la Sección 9 de este Aviso de Demanda Colectiva) le enviarán copias de estos documentos sin costo alguno para usted. También puede verlos en el sitio web del Administrador [\(url\)](#) o en el sitio web del Tribunal <https://cap.sb-court.org/search>.

Un Miembro de la Clase Participante que esté en desacuerdo con cualquier aspecto del Acuerdo, la Moción de Aprobación Final y/o el Pago de Honorarios de los Abogados de la Clase, el Pago de Gastos de Litigio de los Abogados de la Clase y el Pago por Servicios al Representante de la Clase puede oponerse, por ejemplo, alegando que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por los Abogados de la Clase o el Demandante son demasiado altas o demasiado bajas. **La fecha límite para presentar objeciones por escrito o completar y enviar un Formulario de Objeción al Administrador es el [\(url\)](#).** Asegúrese de informar al Administrador a qué se opone, por qué se opone y los hechos que respaldan su objeción. Asegúrese de identificar la Demanda como *Marcus Trammel v. Bear Springs Hotel*, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo con el Demandado, y firme la objeción. La Sección 9 de este Aviso de Demanda Colectiva contiene la información de contacto del Administrador.

Alternativamente, un Miembro de la Clase Participante puede oponerse (o contratar personalmente a un abogado para oponerse a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para informar al Tribunal a qué se opone, por qué se opone y los hechos que respaldan su objeción. Consulte la Sección 8 de este Aviso de Demanda Colectiva (inmediatamente a continuación) para más detalles sobre la Audiencia de Aprobación Final.

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

Usted puede asistir, pero no está obligado a hacerlo, a la Audiencia de Aprobación Final el [\(fecha\)](#) a las [\(hora\)](#) en el Departamento S33 del Tribunal Superior de San Bernardino, ubicado en 247 W. Third Street, San Bernardino California 92415. En la Audiencia, el juez decidirá si otorgar la Aprobación Final del Acuerdo y cuánto del Monto Bruto del Acuerdo se pagará a los Abogados de la Clase, al Demandante y al Administrador. El Tribunal invitará a comentarios de los opositores, los Abogados de la Clase y los Abogados de la Defensa antes de tomar cualquier decisión. Puede asistir (o contratar a un abogado para que asista) ya sea personalmente o de forma virtual. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe consultar el sitio web del Administrador [\(url\)](#) con antelación 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?

El Acuerdo establece todo lo que el Demandado y el Demandante han prometido hacer bajo el Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es ir al sitio web del Tribunal Superior del Condado de San Bernardino en (<https://cap.sb-court.org/search>) e ingresar el Número de Caso de la Demanda, Caso No. CIVSB2316296. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador usando la información de contacto que figura a continuación.

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

Abogados de la Clase:

Nombre del Abogado: Arby Aiwazian, Joanna Ghosh, Brian J. St. John y Maria Halwadjian

Dirección de Correo Electrónico: arby@calljustice.com, joanna@calljustice.com, brian@calljustice.com, maria@calljustice.com

Nombre del Despacho: Lawyers for Justice, P.C.

Dirección Postal: 450 North Brand Blvd., Suite 900, Glendale, CA 91203

Teléfono: (818) 619-2080

Administrador del Acuerdo:

Nombre de la Empresa:

Dirección de Correo Electrónico:

Dirección Postal:

Teléfono:

Número de Fax:

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

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de vencimiento que aparece en el frente del cheque original. Si su cheque ya está vencido, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de dirección postal de cualquier otra forma.

EXHIBIT B

OBJECTION FORM

Marcus Trammel v. Bear Springs Hotel
San Bernardino County Superior Court, Case No. CIVSB2316296

If you wish to object to the Class Settlement described in the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), you may fill out this form and mail it to the Administrator, or submit a letter as described in the Class Notice, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD
[INSERT MAILING ADDRESS]

Explanation of the Grounds for Your Objection (along with Legal or Factual Support for Your Objection):

If you are relying on papers, briefs, or other documents to make your objection, you must attach them to this form.

Full Name of Class Member: _____

Address of Class Member: _____

Signature of Class Member: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you have a legal representative representing you with respect to your objection, you must also provide the following information:

Full Name of Class Member’s Legal Representative: _____

Address of Class Member’s Legal Representative: _____

Telephone Number of Class Member’s Legal Representative: _____

Signature of Class Member’s Legal Representative: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.
For more information, please consult the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

FORMULARIO DE OBJECCIÓN

Marcus Trammel v. Bear Springs Hotel
Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2316296

Si desea objetar el Acuerdo de la Demanda Colectiva descrito en el Aviso del Acuerdo de Demanda Colectiva y la Fecha de Audiencia para la Aprobación Final del Tribunal, Aprobado por el Tribunal (“Aviso de la Demanda Colectiva”), puede llenar este formulario y enviarlo por correo al Administrador, o presentar una carta como se describe en el Aviso de la Demanda Colectiva, con matasellos a más tardar el **[RESPONSE DEADLINE]**, a la siguiente dirección postal:

TBD
[INSERT MAILING ADDRESS]

Explicación de los Fundamentos de su Objeción (junto con el Sustento Legal o Fáctico de su Objeción):

Si se basa en documentos, escritos u otros documentos para presentar su objeción, debe adjuntarlos a este formulario.

Nombre Completo del Miembro de la Demanda Colectiva: _____

Dirección del Miembro de la Demanda Colectiva: _____

Firma del Miembro de la Demanda Colectiva: _____ Fecha: _____

Para garantizar que este formulario se procese adecuadamente en su nombre y para evitar confusión en caso de que varias personas con nombres iguales o similares presenten este formulario, sírvase proporcionar al administrador los últimos 4 dígitos de su Número de Seguro Social para que se pueda confirmar su identidad: _____

Si cuenta con un representante legal que lo represente con respecto a su objeción, también debe proporcionar la siguiente información:

Nombre Completo del Representante Legal del Miembro de la Demanda Colectiva: _____

Dirección del Representante Legal del Miembro de la Demanda Colectiva: _____

Número de Teléfono del Representante Legal del Miembro de la Demanda Colectiva: _____

Firma del Representante Legal del Miembro de la Demanda Colectiva: _____

Si no desea objetar el Acuerdo de la Demanda Colectiva, no debe devolver este formulario – no necesita tomar ninguna medida. Para más información, consulte el Aviso del Acuerdo de Demanda Colectiva y la Fecha de Audiencia para la Aprobación Final del Tribunal, Aprobado por el Tribunal.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Marcus Trammel v. Bear Springs Hotel
San Bernardino County Superior Court, Case No. CIVSB2316296

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Marcus Trammel v. Bear Springs Hotel*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Class Payment. I understand that, if I am an Aggrieved Employee (i.e., if I am currently or was formerly employed by and worked for Defendant Bear Springs Hotel in California at any time during the period from May 11, 2022 to February 4, 2025) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

Questions? Call: **[Settlement Administrator's 1-800 number]**

REQUEST FOR EXCLUSION FORM

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Marcus Trammel v. Bear Springs Hotel
Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2316296

USE Y DEVUELVA ESTE FORMULARIO SOLAMENTE SI DESEA EXCLUIRSE DEL ACUERDO DE LA DEMANDA COLECTIVA.

Si desea excluirse del Acuerdo de la Demanda Colectiva, debe leer y firmar la siguiente declaración y devolver este formulario al Administrador, por correo, con matasellos a más tardar el **[RESPONSE DEADLINE]**, a la siguiente dirección postal:

TBD
[INSERT MAILING ADDRESS]

Solicito ser excluido del Acuerdo de la Demanda colectiva en el caso de *Marcus Trammel v. Bear Springs Hotel*. Al excluirme del Acuerdo de la Demanda colectiva, entiendo que no estaré sujeto al Acuerdo ni a la liberación de las Reclamaciones Colectivas Liberadas, y que no recibiré un Pago Individual de la Demanda Colectiva. Entiendo que, si soy un Empleado Agravado (es decir, si actualmente estoy o estuve empleado y trabajé para el Demandado Bear Springs Hotel en California en cualquier momento durante el período comprendido entre el 11 de mayo de 2022 y el 4 de febrero de 2025), no obstante, seguiré estando sujeto al Acuerdo y la liberación de las Reclamaciones PAGA Liberadas y se me emitirá un Pago Individual PAGA.

Nombre Completo: _____

Dirección: _____

Firma: _____ Fecha: _____

Para garantizar que este formulario se procese adecuadamente en su nombre y para evitar confusión en caso de que varias personas con nombres iguales o similares presenten este formulario, sírvase proporcionar al administrador los últimos 4 dígitos de su Número de Seguro Social para que se pueda confirmar su identidad: _____

Si no desea excluirse del Acuerdo de la Demanda Colectiva (y desea recibir el pago del Acuerdo de la Demanda Colectiva), no debe devolver este formulario – no necesita tomar ninguna medida. Para más información, consulte el Aviso del Acuerdo de Demanda Colectiva y la Fecha de Audiencia para la Aprobación Final del Tribunal, Aprobado por el Tribunal.

¿Preguntas? Llame al: **[Settlement Administrator's 1-800 number]**

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

EXHIBIT 5



Geoffrey Varas <g.varas@calljustice.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: g.varas@calljustice.com

Fri, Jan 16, 2026 at 6:13 PM

01/16/2026 06:13:06 PM

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

Item submitted: Proposed Settlement

On 01/16/2026 06:13:06 PM your Proposed Settlement was successfully processed for case number LWDA-CM-954518-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 6



Scott Situ <scott@calljustice.com>

Thank you for your Proposed Settlement Submission

2 messages

no-reply@formassembly.com <no-reply@formassembly.com>
To: scott@calljustice.com

Mon, Apr 27, 2026 at 4:28 PM

04/27/2026 04:28:05 PM

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

Item submitted: Proposed Settlement

On 04/27/2026 04:28:05 PM your Proposed Settlement was successfully processed for case number LWDA-CM-954518-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

no-reply@formassembly.com <no-reply@formassembly.com>
To: scott@calljustice.com

Mon, Apr 27, 2026 at 4:33 PM

04/27/2026 04:31:50 PM

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

Item submitted: Proposed Settlement

On 04/27/2026 04:31:50 PM your Proposed Settlement was successfully processed for case number LWDA-CM-954518-23

[Quoted text hidden]

EXHIBIT 7

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-954518-23
Plaintiff for PAGA Case: Marcus Trammel
Filer/Attorney for PAGA Case: Gabriella Sole
Law Firm for PAGA Plaintiff: Lawyers For Justice, PC
Employer: Bear Springs Hotel
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Bernardino County Superior Court
PAGA Court Case Number: CIVSB2316296
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 01/16/2026 06:13:06 PM by Maria Halwadjian	2026.01.16_Bear Springs Hotel_PO re MPA (for filing).pdf	01/16/2026 06:13 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 01/16/2026 06:13:06 PM by Maria Halwadjian	2026.01.16_Bear Springs_POS re MPA (for filing).pdf	01/16/2026 06:13 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 01/16/2026 06:13:06 PM by Maria Halwadjian	2026.01.16_Bear Springs Hotel_MPA (for filing).pdf	01/16/2026 06:13 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 01/16/2026 06:13:06 PM by Maria Halwadjian	2026.01.16_Bear Springs Hotel_MT Decl. ISO MPA (for filing).pdf	01/16/2026 06:13 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:28:05 PM by Maria Halwadjian	2026.04.27_Bear Springs_Decl of AT (Human Resources) (file).pdf	04/27/2026 04:28 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:28:05 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_MT Decl iso First Amended MPA (signed).pdf	04/27/2026 04:28 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:28:05 PM by Maria Halwadjian	2026.04.27_Bear Springs_POS re Amended MPA.pdf	04/27/2026 04:28 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:28:05 PM by Maria Halwadjian	2026.04.27_Bear Springs_First Amended MPA PO Part 2.pdf	04/27/2026 04:28 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:28:05			

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
PM by Maria Halwadjian	2026.04.27_Bear Springs_First Amended MPA PO Part 1.pdf	04/27/2026 04:28 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 7.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 2.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 3.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 4.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 5.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 6.pdf	04/27/2026 04:32 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs Hotel_Amended MH Decl iso Part 1.pdf	04/27/2026 04:32 PM	Proposed Settlement
Court Complaint Submitted on 08/01/2023 02:37:03 PM by Gabriella Sole	2023.07.18_Complaint.pdf	08/01/2023 02:37 PM	Court Complaint
PAGA Notice Submitted on 05/11/2023 05:59:59 PM by Gabriella Sole	2023.05.11_PAGA Notice_Trammel v. Bear Springs Hotel_Certified.pdf	05/11/2023 06:00 PM	PAGA Notice
Proposed Settlement Submitted on 01/16/2026 06:13:06 PM by Maria Halwadjian	2026.01.16_Bear Springs Hotel_MH Decl. ISO MPA (for filing).pdf	01/16/2026 06:13 PM	Proposed Settlement
Proposed Settlement Submitted on 04/27/2026 04:28:05 PM by Maria Halwadjian	2026.04.27_Bear Springs_First Amended MPA (final pdf).pdf	04/27/2026 04:28 PM	Proposed Settlement
Proposed Settlement Submitted on 04/27/2026 04:31:50 PM by Maria Halwadjian	2026.04.27_Bear Springs_First Amended MPA (final pdf).pdf	04/27/2026 04:31 PM	Duplicate

EXHIBIT 8

Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 272479)
Selena Matavosian (SBN 348044)
Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiff Marcus Trammel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**PLAINTIFF'S ~~FIRST~~SECOND
AMENDED NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES¹**

[Declaration of Proposed Class Counsel
(Maria Halwadjian); Declaration of Proposed
Class Representative (Marcus Trammel);
~~Declaration of April Tumakay; and [First and~~
~~[Second~~ Amended Proposed] Order filed
concurrently herewith]

~~Hearing~~ Date: ~~May 26~~ July 23,
~~Hearing~~ Time: 2026
Department: 8:30 a.m.
S33

Complaint Filed:
Trial Date: July 18, 2023
None Set

¹ Per the Court's Order dated ~~February 27~~ May 19, 2026, a redlined version of this document with "track changes" turned on is attached as Exhibit 68 to the ~~First~~Second Amended Declaration of Maria Halwadjian in Support of Plaintiff's ~~First~~Second Amended Motion for Preliminary Approval of Class Action and PAGA Settlement.

1 **TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on May 26July 23, 2026, at 8:30 a.m. or as soon
4 thereafter as the matter may be heard before the Honorable Stephanie Tanada in Department
5 S33 of the Superior Court of California for the County of San Bernardino, located at 247 W.
6 Third Street, San Bernardino, California 92415, Plaintiff Marcus Trammel (“Plaintiff” or “Class
7 Representative”) will, and hereby does, move for an order:

- 8 • Granting preliminary approval of the proposed class action settlement described
9 herein and as set forth in the Class Action and PAGA Settlement Agreement and Class
10 Notice ~~and~~, Amendment No. 1 to Class Action and PAGA Settlement Agreement and
11 Class Notice (together, and Amendment No. 2 to Class Action and PAGA Settlement
12 Agreement and Class Notice (collectively, “Settlement,” “Agreement,” or
13 “Settlement Agreement”), attached as “**EXHIBIT 2**” ~~and~~, “**EXHIBIT 3**” ~~and~~
14 “EXHIBIT 4,” respectively, to the FirstSecond Amended Declaration of Maria
15 Halwadjian in Support of Plaintiff’s FirstSecond Amended Motion for Preliminary
16 Approval of Class Action and PAGA Settlement;
- 17 • Certifying the proposed Class for settlement purposes;
- 18 • Appointing Plaintiff Marcus Trammel as Class Representative;
- 19 • Appointing Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian
20 of Lawyers *for* Justice, PC as Class Counsel;
- 21 • Approving the proposed Court Approved Notice of Class Action Settlement and
22 Hearing Date for Final Court Approval (“Class Notice”), Objection Form, and
23 Request for Exclusion Form (collectively, “Notice Packet”), attached as “**EXHIBIT**
24 **34**,” “**EXHIBIT 45**,” and “**EXHIIBT 56**,” respectively, to the [FirstSecond Amended
25 Proposed] Order Granting Preliminary Approval of Class Action and PAGA
26 Settlement, and directing the mailing thereof in accordance with the Settlement
27 Agreement;

- Approving Phoenix Class Action Administration Solutions as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Maria Halwadjian), ~~April Tumakay,~~ and Proposed Class Representative (Marcus Trammel) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: ~~April 27~~ June 30, 2026

LAWYERS for JUSTICE, PC

By: _____

Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff Marcus Trammel

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Marcus Trammel (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Original Agreement”~~”) and ”~~), Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1” or “Amendment No. ~~1 to Settlement Agreement~~”)(~~together 1~~ to the Settlement Agreement”), and Amendment No. 2 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 2” or “Amendment No. 2 to the Settlement Agreement”) (collectively, “Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Hakwaanain, LLC dba Bear Springs Hotel (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (together, the “Parties”) have agreed to settle the lawsuit for a Gross Settlement Amount of \$695,000.00.²

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All current and former hourly-paid or non-exempt California employees who worked for Defendant at any time during the Class Period (“Class” or “Class Members”).³

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating Class Member”) will receive a *pro rata* share of the Net Settlement Amount (“Individual Class Payment”). The net payment of each Participating Class Member’s Individual Class Payment will be distributed to Participating Class Members on a *pro rata* basis based upon the number of weeks each Class Member worked for Defendant for at

² Original Agreement, attached as “EXHIBIT 2” to ~~First~~the Second Amended Declaration of Maria Halwadjian (“Declaration of Maria Halwadjian” or “Halwadjian Decl.”), ¶ 1.22. If the number of Workweeks between July 18, 2019 and February 4, 2025 exceeds 17,030 by more than 10% (i.e., greater than 18,733), Defendant shall have the option to either (i) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of workweeks worked by the Class members above 10% (for example, if the number of workweeks increases by 11%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the release period to an earlier date at which only the represented number of workweeks plus 10% are covered by the Class Period. *See id.*, ¶ 8.

³ *Id.*, ¶ 1.5. “Class Period” is defined as the period from July 18, 2019 to February 4, 2025, or the date of Preliminary Approval, whichever is sooner. *See id.*, ¶ 1.11.

1 least one day, during the Class Period, though Defendant may exclude, if feasible, where a Class
2 Member did not record any time in Defendant’s timekeeping system, including vacation and
3 leave weeks as a non-exempt (“Workweeks”).⁴

4 The Settlement, upon final approval by the Court and funding of the Gross Settlement
5 Amount, will operate to resolve the Released Class Claims of Plaintiff and Participating Class
6 Members and the Released PAGA Claims of the State of California.⁵

7 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

8 Defendant is the Inland Empire’s newest full-service boutique hotel, offering 105 guest
9 rooms and amenities such as a restaurant, bar and lounge, and outdoors terrace with a pool, spa,
10 and fire pit. Plaintiff is a former employee of Defendant.

11 On May 11, 2023, Plaintiff provided written notice by certified mail to the California
12 Labor Workforce and Development Agency (“LWDA”) and Defendant of the specific
13 provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”).⁶

14 On July 18, 2023, Plaintiff filed his Class Action Complaint for Damages and
15 Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the
16 Superior Court for the County of San Bernardino (“Complaint”), thereby commencing the
17 above-captioned lawsuit.⁷

18 On September 25, 2023, Defendant filed its Answer to Plaintiff’s Complaint.⁸

19 On February 14, 2024, Plaintiff propounded formal written discovery onto Defendant,
20 which included Form Interrogatories – General (Set One), Requests for Production of
21 Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two).
22 On this same day, Plaintiff served his Notice of Deposition of Person Most Knowledgeable at
23 Defendant and Requests for Production of Documents (Job Duties), and Notice of Deposition
24

25 _____
26 ⁴ Original Agreement, ¶¶ 1.23 and 1.46.

27 ⁵ Original Agreement, at ¶¶ 5.2 and 5.3. See *id.* at ¶ 5.2 for the full scope of the “Released Class Claims”, *id.* at ¶
28 5.3 for the full scope of the “Released PAGA Claims,” and *id.* at ¶ 1.44 for the definition of the “Released Parties.”

⁶ Halwadjian Decl., ¶ 2, Exh. 1.

⁷ *Id.*, ¶ 3.

⁸ *Id.*, ¶ 4.

of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure) (together, “Plaintiff’s Notices”).⁹

On March 22, 2024, Defendant served its Objections to Plaintiff’s Notices.¹⁰

##

On May 17, 2024, Defendant served responses to Plaintiff’s Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two).¹¹

On January 21, 2025, the Parties submitted a Joint Notice of Settlement and Stipulation to Vacate Trial Date and Associated Deadlines. On that same day, the Court issued an order vacating the trial date and associated deadlines.¹²

On January 16, 2026, Plaintiff filed his Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”), along with supporting documents, thereby seeking approval of the Class Action and PAGA Settlement Agreement and Class Notice (i.e., Original Agreement) entered into by and between the Parties.¹³

On February 27, 2026, the Court issued the Order Continuing Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions (“February 27, 2026 Order”), thereby raising multiple points of inquiry with respect to the Motion for Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by April 27, 2026, and continuing the hearing on the Motion for Preliminary Approval to May 26, 2026 at 8:30 a.m. in Department S33 of the above-captioned Court.¹⁴

On April 27, 2026, Plaintiff filed the First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement, along with supporting documents (“First Amended Motion for Preliminary Approval”), thereby seeking approval of the Original Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice

⁹ *Id.*, ¶ 5.

¹⁰ ~~Id.~~ Halwadjian Decl., ¶ 6.

¹¹ Halwadjian Decl.~~Id.~~, ¶ 7.

¹² *Id.*, ¶ 8.

¹³ *Id.*, ¶ 9.

¹⁴ *Id.*, ¶ 10.

1 (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”) entered into by and
2 between the Parties.¹⁵

3 ///

4 On May 7, 2026, Plaintiff received a “Court eFiling Order Rejected” email
5 from the Court regarding the filing of the First Amended Motion for Preliminary Approval,
6 thereby notifying Plaintiff that the filing was rejected due to the filing missing the \$60 filing
7 fee.¹⁶ On May 7, 2026, the same day, Plaintiff paid the \$60 filing fee and re-filed the First
8 Amended Motion for Preliminary Approval.¹⁷

9 On May 15, 2026, the Parties filed a Joint Stipulation to Deem the Filing of Plaintiff’s
10 Supplemental Papers in Support of Plaintiff’s First Amended Motion for Preliminary Approval
11 of Class Action and PAGA Settlement Timely; [Proposed] Order Thereon.¹⁸

12 On May 19, 2026, the Court issued the Second Order Continuing Plaintiff’s Motion for
13 Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions (“May
14 19, 2026 Order”), thereby raising further points of inquiry with respect to the First Amended
15 Motion for Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by
16 June 30, 2026, and continuing the hearing on the First Amended Motion for Preliminary
17 Approval to July 23, 2026 at 8:30 a.m. in Department S33 of the above-captioned Court.¹⁹

18 Plaintiff’s core allegations are that Defendant has violated California wage and hour law,
19 including but not limited to laws set forth in the California Labor Code, by engaging in a uniform
20 practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved Employees of,
21 *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay,
22 failing to provide compliant meal and rest periods and associated premium pay, failing to timely
23 pay wages during employment and upon termination of employment, failing to provide
24 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse

25
26 ¹⁵ *Id.*, ¶ 11.

27 ¹⁶ Halwadjian Decl., ¶ 12.

28 ¹⁷ *Ibid.*

¹⁸ *Id.*, ¶ 13.

¹⁹ *Id.*, ¶ 14.

necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.²⁰

The Parties have actively litigated the Action since it was commenced on July 18, 2023. On November 6, 2024, the Parties participated in arm's-length and informed negotiations with Mediator Daniel Turner, Esq. ("Mediator"), a respected mediator of complex wage and hour actions.²¹ With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Action in its entirety.²²

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount of \$650,000.00 to resolve the Action.²³ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) **attorneys' fees in an amount not to exceed ~~thirty~~twenty-five percent (~~35~~25%) of the Gross Settlement Amount (i.e., ~~\$243,000~~173,750.00 if the Gross Settlement Amount remains \$650,000.00) ("Class Counsel Fees Payment")** and litigation costs and expenses in an amount not to exceed \$20,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Administration Expenses Payment, which are currently estimated not to exceed \$8,000.00 to the Administrator ("Administration Expenses Payment"); (3) PAGA Penalties of \$75,000.00 (~~("PAGA Penalties");~~) **payment in the amount of up to \$72,500.00 to Plaintiff ("Class Representative Service Payment")**.²⁴ The Parties have agreed to retain Phoenix Class

²⁰ Halwadjian Decl., ¶ 1937.

²¹ *Id.*, ¶ 2832.

²² *Id.*

²³ Original Agreement, ¶¶ 1.22 and 3.1.

²⁴ *Id.*; Original Agreement, ¶¶ 3.2.1, 3.2.2, 3.2.3, and 3.2.5; Amendment No. 2, attached as "EXHIBIT 4" to the Declaration of Maria Halwadjian, ¶¶ C and D.

Action Administration Solutions (“Phoenix” or “Administrator”) to handle the notice and settlement administration process.²⁵

##

The Parties have agreed that the Administrator will determine each Participating Class Member’s share of the available Net Settlement Amount (“Individual Class Payment”), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by Participating Class Members.²⁶ The Parties have agreed that the Administrator will determine each Aggrieved Employee’s *pro rata* share of the twenty-five percent (25%) share of the PAGA Penalties, in accordance with the Settlement Agreement on a *pro rata* per PAGA Pay Periods basis.²⁷

The Parties agree, for purposes of this Settlement, that Individual Class Payments will be allocated twenty percent (20%) to wages subject to withholdings and eighty percent (80%) to penalties and interest.²⁸ The Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Class Payment, and issue checks to Participating Class Members for their Individual Class Payments. Aggrieved employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.²⁹ Defendant will provide the funds for any employer-side taxes related to the Individual Class Payments.³⁰

Individual Class Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be cancelled.³¹ Thereafter, funds from uncashed Individual Class Payment and/or Individual PAGA Payment checks shall be transmitted to the California Controller’s Unclaimed Property Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were issued.³²

²⁵ Id., Original Agreement, ¶ 1.2.

²⁶ Id., Original Agreement, ¶ 3.2.4.

²⁷ Id., ¶ 3.2.5.1.

²⁸ Id., ¶ 3.2.4.1.

²⁹ Id., ¶ 3.2.5.1.

³⁰ Id., ¶ 3.1.

³¹ Id., ¶ 4.4.1 (a).

³² Id., ¶ 4.4.1 (c).

Any Class Member may request to be excluded from the Class Settlement by submitting a written request to be excluded from the Class Settlement or a Request for Exclusion Form (“Request for Exclusion”), postmarked on or before the date that is sixty (60) calendar days from the date of the initial mailing of the Notice Packet by the Administrator, plus an additional fourteen (14) calendar days for Class Members whose Notice Packet is re-mailed (“Response Deadline”).³³ Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.³⁴

Only Class Members who have not submitted a Request for Exclusion (i.e., Participating Class Member) may object to the Class Settlement by submitting a written objection or Objection Form (“Objection”) to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.³⁵

In order to dispute the number of Workweeks and/or PAGA Pay Periods attributable to an individual Class Member and/or Aggrieved Employee, that Class Member and/or Aggrieved Employee must communicate with the Administrator, via fax, email, or mail, and include copies of any supporting documentation they may have.³⁶

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that

³³ Original Agreement, ¶ 1.44; Amendment No. 1, attached as “EXHIBIT 3” to the Declaration of Maria Halwadjian, ¶¶ B and I.

³⁴ Original Agreement, ¶ 7.5.4.

³⁵ Original Agreement, ¶¶ 7.7.1; Amendment No. 1, ¶¶ A and L.

³⁶ Amendment No. 1, ¶ K.

the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)

the percentage of objectors is small.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.**

The Parties have actively litigated the Action since it commenced on July 18, 2023. Both sides investigated the veracity, strength, and scope of the claims throughout the case, and Class Counsel was actively preparing the matter for class certification and trial.³⁷

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiff, Defendant, and other sources.³⁸ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs’ employment records, a detailed sampling of Plaintiffs’ and other Class Members’ time data and pay records, Defendant’s Employee Handbook, internal memoranda, Employee Orientation Checklist, job descriptions, company policy acknowledgements (including but not limited to Disclosure and Authorization acknowledgment, Human Resources Policies and Procedures acknowledgment, Workers’ Compensation acknowledgement, General Handbook Acknowledgment, Final Paycheck Acknowledgement), forms (including but not limited to Employment Application, Acceptance of Offer Letter of Employment, performance review sheets), procedures (including but not limited to Human Resources Policies and Procedures, Final Wages Beneficiary Designation Form) among other information and documents.³⁹ Class Counsel had the opportunity to interview Plaintiff and others to gather facts and to identify potential witnesses.⁴⁰ In addition, Class Counsel has extensive experience in California wage-and-hour class actions.⁴¹

³⁷ Halwadjian Decl., ¶¶ 27-3031-33.

³⁸ *Id.*, ¶ 29¶¶ 32-33.

³⁹ *Ibid.*, ¶ 33.

⁴⁰ *Ibid.*

⁴¹ *Id.*, ¶¶ 24-2625-30.

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Daniel Turner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.⁴² Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.⁴³ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴⁴ Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.⁴⁵ After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.⁴⁶

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matter.⁴⁷ The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.⁴⁸ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at

⁴² *Id.*, ¶ [2832](#).

⁴³ Halwadjian Decl., ¶ [2832](#).

⁴⁴ *Ibid.*

⁴⁵ *Ibid.*

⁴⁶ *Ibid.*

⁴⁷ *Id.*, ¶¶ [28](#), [30](#), [4832](#), [34](#), and [5856](#).

⁴⁸ *Id.*, ¶ [29](#) ¶¶ [32-33](#).

issue.⁴⁹ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁵⁰

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be ~~\$339,000~~415,750.00, with an estimated average Individual Class Payment of \$1,~~319.07~~617.70, estimated high Individual Class Payment of ~~\$5,754.00~~7,054.49, and estimated low Individual Class Payment of ~~\$19.91~~24.41.⁵¹ Additionally, twenty-five percent (25%) of the PAGA Penalties (i.e., Individual PAGA Payment), which is \$18,750.00 out of \$75,000.00, will be distributed to the Aggrieved Employees. The estimated average Individual PAGA Payment is \$115.74, the estimated high Individual PAGA Payment is \$637.58, and the estimated low Individual PAGA Payment is \$4.49.⁵² The entire Net Settlement Amount will be fully paid out to the Participating Class Member, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Class Payment and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.⁵³ "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or PAGA Pay Periods actually worked for Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members,

⁴⁹ *Id.*, ¶¶ 2832, 35, and 37-3841.

⁵⁰ *Id.*, ¶¶ 28, 30, 4832, 34, and 58-56.

⁵¹ *Id.*, ¶ 4216.

⁵² Halwadjian Decl., ¶ 4216.

⁵³ Original Agreement, ¶¶ 1.23 and 1.34.

Aggrieved Employees, and the State of California.⁵⁴ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged a volume of documents, data, and information prior to mediation.⁵⁵ The information that Class Counsel obtained from Plaintiff, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.⁵⁶ As outlined in the Declaration of Maria Halwadjian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.⁵⁷

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁸ California Code of Civil Procedure Section 382 “authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

⁵⁴ Halwadjian Decl., ¶¶ 28, 30, 4832, 34, and 58-56.

⁵⁵ *Id.*, ¶¶ 29 and 4432-33.

⁵⁶ Halwadjian Decl., ¶¶ 28-3733 and 41.

⁵⁷ *Id.*, ¶¶ 37-3841.

⁵⁸ Original Agreement, ¶ 12.1.

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 257 individuals, which is sufficiently numerous.⁵⁹ Further, all Class Members can and will be identified by Defendant to the Administrator through a review of Defendant's employment records regarding hourly-paid or non-exempt California employees who worked for Defendant at any time during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. The Class Members Share a Well-Defined Community of Interest.

The community of interest requirement “embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class.” *Sav-On, supra*, 34 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims.*” *Capitol People First v. Dep’t of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant’s internal policies and “pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate.” *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through formal and

⁵⁹ Halwadjian Decl., ¶ 3438.

informal discovery and exchange of information in the case, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.⁶⁰ As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt California employees who worked for Defendant at any time during the Class Period.

As a member of the Class who was subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.⁶¹ Importantly, Plaintiff has retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.⁶²

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT

Class Counsel has litigated the matter for over ~~three~~ (2) years and was actively preparing the matter for class certification and trial.⁶³ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a volume of documents and data⁶⁴ and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook

⁶⁰ Halwadjian Decl., ¶ 1937.

⁶¹ Declaration of Marcus Trammel in Support of Plaintiff's FirstSecond Amended Motion for Preliminary Approval of Class Action and PAGA Settlement ("Trammel Decl."), ¶¶ 2-6.

⁶² Halwadjian Decl., ¶¶ 21-2625-30.

⁶³ *Id.*, ¶ 2832.

⁶⁴ *Id.*, ¶ 2933.

1 damages/valuation calculations, and met and conferred with Defendant's counsel regarding the
2 pleadings and the production of documents and data prior to mediation.⁶⁵ Counsel for the Parties
3 also undertook extensive settlement discussions, which included participating in mediation.⁶⁶

4 Class Counsel is well-experienced in wage-and-hour class action litigation and used that
5 experience to obtain a great result for the Class.⁶⁷

6 The Settlement establishes a Gross Settlement Amount of \$695,000.00, and provides for
7 Class Counsel to apply to the Court consisting of **attorneys' fees in an amount not to exceed**
8 **~~thirtytwo~~-five percent (~~35~~25%) of the Gross Settlement Amount (i.e.,**
9 **~~\$243,000.00~~173,750 if the Gross Settlement Amount remains \$695,000.00)** and
10 reimbursement of actual costs and expenses in an amount up to \$20,000.00.⁶⁸ The attorneys'
11 fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took
12 in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel
13 dedicated to the case, (3) the skill and determination that Class Counsel has shown, (4) the
14 results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement
15 that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of
16 California, and (6) the other cases that Class Counsel had to turn down in order to devote its
17 time and efforts to this matter. The proposed Class Notice provides Class Members that an award
18 of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be
19 sought, and the amount allocated toward the Class Counsel Fees Payment and Class Counsel
20 Litigation Expenses Payment by the Settlement.⁶⁹

21 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
22 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
23 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced
24 trial judge is the best judge of the value of professional services rendered in his court." *Ketchum*

25
26 ⁶⁵ Ibid.

27 ⁶⁶ *Id.*, ¶¶ 32-33.

28 ⁶⁷ *Id.*, ¶¶ 24-26, 25-30.

⁶⁸ Original Agreement, ¶¶ 3.1 & 3.2.2; Amendment No. 2, ¶ D.

⁶⁹ Amendment No. 42, Exh. A.

1 v. *Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should
2 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk
3 incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82
4 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can
5 be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee
6 awarded is within the range of fees freely negotiated in the legal marketplace in comparable
7 litigation.” *Id.* at 50.

8 The California Supreme Court has confirmed the propriety of calculating and awarding
9 attorneys’ fees as a percentage of a settlement that has, by litigation, been preserved or recovered
10 for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the
11 position that while “[t]rial courts have discretion to conduct a lodestar cross-check on a
12 percentage fee,” “they also retain the discretion to forgo a lodestar cross-check and use other
13 means to evaluate the reasonableness of a requested percentage fee[,]” and “[t]he percentage of
14 fund method survives in California.” *Id.* (internal quotation marks omitted).

15 ///

16 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
17 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust*
18 *Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the
19 \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y.
20 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees).
21 California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-
22 third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court
23 found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions);
24 *see also Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No.
25 BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court
26 Case No. BC263646 (Sept. 2006) (wage and hour).

1 Class Counsel has borne all of the risks and costs of litigation and will not receive any
2 compensation until recovery is obtained.⁷⁰

3 Class Counsel will provide extensive evidence as to the time worked, litigation efforts,
4 and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement
5 and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses
6 Payment at the Final Approval Hearing. Considering the work performed and the risks incurred,
7 the attorneys' fees provided for by the Settlement are well within the range of reasonableness
8 for preliminary approval.

9 **VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

10 California statutory authority and case law vests the Court with broad discretion in
11 fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court*
12 (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of
13 the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir.
14 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173,
15 1177).

16 ///

17 "Sufficient information about the case should be provided to enable class members to
18 make an informed decision about their participation." *Manual for Complex Litigation* § 21.311
19 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and
20 procedures to submit an Objection to the Class Settlement, submit a Request for Exclusion from
21 the Class Settlement, and/or dispute regarding Workweeks and/or PAGA Pay Periods, and the
22 date and time set for the Final Approval Hearing.⁷¹ The proposed Class Notice summarizes the
23 proceedings to date and the terms and conditions of the Settlement in an informative and
24 coherent manner.⁷² The proposed Class Notice recognizes that the Court has not yet granted
25 final approval of the settlement.⁷³ The proposed Class Notice also apprises the Class Members

26 ⁷⁰ Halwadjian Decl., ¶ [4317](#).

27 ⁷¹ Amendment No. [42](#), Exh. A.

28 ⁷² Ibid.

⁷³ Ibid.

1 and Aggrieved Employees of, *inter alia*, how their Individual Class Payment and if applicable,
2 their Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Pay
3 Periods credited to them.⁷⁴ The proposed Class Notice fulfills the requirement of neutrality in
4 notice procedure. *Newberg*, at § 8.39.

5 Thus, the proposed Class Notice satisfies all due process requirements and complies with
6 the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e);
7 *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at
8 960. Accordingly, the Court should approve the proposed Class Notice.

9 **IX. APPOINTMENT OF THE ADMINISTRATOR**

10 The Parties have selected Phoenix Class Action Administration Solutions as the
11 Administrator. **Within fourteen (14) calendar days of receipt of the Class Data, the**
12 **Administrator will perform an NCOA check and will mail the Notice Packet to each Class**
13 **Member and Aggrieved Employee in English** ~~only because Defendant distributed its company~~
14 ~~policies to its employees in English only, and has no reason to believe that any of the Class~~
15 ~~Members cannot read or speak English and Spanish.~~⁷⁵ Not later than three (3) business days
16 after the Administrator's receipt of any Notice Packet returned by the USPS as undelivered, the
17 Administrator shall remail the Notice Packet using any forwarding address provided by the
18 USPS.⁷⁶ If the USPS does not provide a forwarding address, the Administrator shall conduct a
19 Class Member Address Search, and re-mail the Notice Packets to the most current address
20 obtained.⁷⁷ In the case of a re-mailed Notice Packet, the Response Deadline will be extended an
21 additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Notice
22 Packet.⁷⁸ The Administrator will receive and process Request for Exclusions, Objections, and
23 any challenges to Workweeks and/or PAGA Pay Periods.⁷⁹ In addition, the Administrator will
24

25 ⁷⁴ Ibid.

26 ⁷⁵ Amendment No. 1, ¶ E; Halwadjian Decl., ~~¶ 11; Declaration of April Tumakay in Support of Motion for~~
~~Preliminary Approval of Class Action Settlement ("Tumakay Decl."), ¶¶ 4-6 ¶ 15.~~

27 ⁷⁶ Amendment No. 1, ¶ F.

28 ⁷⁷ Ibid.

⁷⁸ *Id.*, ¶ G.

⁷⁹ *Id.*, ¶ I, K, and L.

be responsible for printing, distributing, and tracking Notice Packets and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.⁸⁰ The Administration Expenses Payment is currently estimated to be \$8,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.⁸¹ Accordingly, Plaintiff respectfully requests that the Court appoint Phoenix Class Action Administration Solutions as the Administrator and direct the mailing of the Notice Packet to the Class Members and Aggrieved Employee in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

XI. CLASS REPRESENTATIVE SERVICE PAYMENT

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Class Representative Service Payment in an amount up to ~~\$10,000~~2,500.⁸² It is within the Court's discretion to award payment to a Class Representative for his efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make a Class Representative Service Payment include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Class Representative Service Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁸³ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and

⁸⁰ *Id.*, ¶¶ C, E, F, K, N, and O.

⁸¹ Original Agreement, ¶ 3.2.3.

⁸² *Id.*, ¶ 3-Amendment No. 2-1, ¶ C.

⁸³ Halwadjian Decl., ¶¶ 14, 47-51 ¶ 18; Trammel Decl., ¶¶ 3-4.

provide information that would facilitate the pursuit of the class and PAGA claims.⁸⁴ Accordingly, it is appropriate and just for Plaintiff to receive \$~~10,000~~2,500.00 for his services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to their Individual Class Payment.

XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Marcus Trammel as the Class Representative; appoint Phoenix Class Action Administration Solutions as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment; approve the proposed Notice Packet; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately six (6) months.

Dated: April 27June 30, 2026

LAWYERS *for* JUSTICE, PC

By: _____

Selena Matavosian

Maria Halwadjian

Attorneys for Plaintiff Marcus Trammel

⁸⁴ Halwadjian Decl., ¶¶ 14, 47-51 18; Trammel Decl., ¶¶ 3-6.

EXHIBIT 9

Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 272479)
Selena Matavosian (SBN 348044)
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Attorneys for Plaintiff Marcus Trammel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**FIRST~~SECOND~~ AMENDED
DECLARATION OF MARIA
HALWADJIAN IN SUPPORT OF
PLAINTIFF'S FIRST~~SECOND~~ AMENDED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT¹**

[First~~Second~~ Amended Notice of Motion and
Motion for Preliminary Approval of Class
Action and PAGA Settlement; Declaration of
Proposed Class Representative (Marcus
Trammel); Declaration of April Tumakay; and
First~~Second~~ Amended Proposed] Order
filed concurrently herewith]

Hearing~~Date~~: May 26~~July 23~~, 2026
Hearing~~Time~~: 8:30 a.m.
Department: S33

Complaint Filed: July 18, 2023
Trial Date: None Set

¹ Per the Court's Order dated February 27~~May 19~~, 2026, a redlined version of this document with "track changes" turned on is attached hereto as Exhibit 79.

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Marcus Trammel (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On May 11, 2023, Plaintiff provided written notice by certified mail to the Labor and Workforce and Development Agency (“LWDA”) and Defendant Hakwaanain, LLC dba Bear Springs Hotel (“Defendant”) of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On July 18, 2023, Plaintiff filed his Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* in the Superior Court for the County of San Bernardino (“Complaint”), thereby commencing the above-captioned lawsuit.

4. On September 25, 2023, Defendant filed its Answer to Plaintiff’s Complaint.

5. On February 14, 2024, Plaintiff propounded formal written discovery onto Defendant, which included Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set Two). On this same day, Plaintiff served his Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties), and Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure) (together, “Plaintiff’s Notices”).

6. On March 22, 2024, Defendant served its Objections to Plaintiff’s Notices.

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1 7. On May 17, 2024, Defendant served responses to Plaintiff’s Form Interrogatories –
2 General (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set
3 One), and Special Interrogatories (Set Two).

4 8. On January 21, 2025, Plaintiff and Defendant (together, the Parties-submitted’’) filed
5 a Joint Notice of Settlement and Stipulation to Vacate Trial Date and Associated Deadlines. On
6 that same day, the Court issued an order vacating the trial date and associated deadlines.

7 9. On January 16, 2026, Plaintiff filed his Motion for Preliminary Approval of Class
8 Action and PAGA Settlement (“Motion for Preliminary Approval”), along with supporting
9 documents, thereby seeking approval of the Class Action and PAGA Settlement Agreement and
10 Class Notice (“Original Agreement”) entered into by and between Plaintiff and Defendantthe
11 Parties.

12 10. On February 27, 2026, the Court issued the Order Continuing Plaintiff’s Motion for
13 Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions (“February
14 27, 2026 Order”), thereby raising multiple points of inquiry with respect to the Motion for
15 Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by April 27,
16 2026, and continuing the hearing on the Motion for Preliminary Approval to May 26, 2026 at 8:30
17 a.m. in Department S33 of the above-captioned Court.

18 11. On April 27, 2026, Plaintiff filed the First Amended Motion for Preliminary
19 Approval of Class Action and PAGA Settlement, along with supporting documents (“First
20 Amended Motion for Preliminary Approval”), thereby seeking approval of the Original
21 Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class
22 Notice (“Amendment No. 1” or “Amendment No. 1 to the Settlement Agreement”) entered into
23 by and between the Parties.

24 12. On May 7, 2026, Plaintiff received a “Court eFiling Order Rejected” email
25 from the Court regarding the filing of the First Amended Motion for Preliminary Approval,
26 thereby notifying Plaintiff that the filing was rejected due to the filing missing the \$60 filing
27 fee. On May 7, 2026, the same day, Plaintiff paid the \$60 filing fee and re-filed the First Amended
28 Motion for Preliminary Approval.

///

13. On May 15, 2026, the Parties filed a Joint Stipulation to Deem the Filing of Plaintiff's Supplemental Papers in Support of Plaintiff's First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement Timely; [Proposed] Order Thereon.

14. On May 19, 2026, the Court issued the Second Order Continuing Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and Order for Revisions ("May 19, 2026 Order"), thereby raising further points of inquiry with respect to the First Amended Motion for Preliminary Approval, setting a deadline for Plaintiff to file supplemental papers by June 30, 2026, and continuing the hearing on the First Amended Motion for Preliminary Approval to July 23, 2026 at 8:30 a.m. in Department S33 of the above-captioned Court.

THE PROPOSED SETTLEMENT

~~14.15.~~ Marked and attached hereto as "**EXHIBIT 2**", "**EXHIBIT 3**", and "**EXHIBIT 3**",⁴ respectively, are true and correct copies of the Class Action and PAGA Settlement Agreement and Class Notice (i.e., Original Agreement) ~~and~~, Amendment No. 1 to Class Action and PAGA Settlement Agreement and Class Notice (~~"(i.e., Amendment No. 1" or "Amendment No. 1 to the Settlement Agreement") (together), and Amendment No. 2 to Class Action and PAGA Settlement Agreement and Class Notice ("Amendment No. 2" or "Amendment No. 2 to the Settlement Agreement") (collectively, "Settlement," "Agreement," or "Settlement Agreement")~~ entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand ~~(together, the "Parties")~~. The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), which is attached to the Amendment No. ~~12~~ to the Settlement Agreement as "EXHIBIT A" and to the [FirstSecond Amended Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement as "EXHIBIT ~~34~~," and respectfully request that the Court approve it as well. Additionally, the Class Notice originally did not include an objection form or request for exclusion form. However, based on the Court's preference as noted in the February 27, 2026 Order, the Parties have drafted these forms and included them to be mailed with the Class Notice. Attached

as “EXHIBIT B” and EXHIBIT C” to the Amendment No. ~~12~~ to the Settlement Agreement, respectively, is the Objection Form and Request for Exclusion Form (the Class Notice, Objection Form, and Request for Exclusion Form are collectively referred to as the “Notice Packet”). ~~The~~Pursuant to the Court’s May 19, 2026 Order, the Notice Packet shall be mailed to Class Members in English ~~only because Defendant has represented it distributed its company policies to its employees in English only, and has no reason to believe that any of the Class Members cannot read or speak English~~and Spanish.

~~12.16.~~ The Settlement provides for a Gross Settlement Amount of \$695,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement Amount less the following amounts, subject to approval by the Court: **Class Counsel Fees Payment of up to \$~~243,000~~173,750.00 (if the Gross Settlement Amount remains \$695,000.00)** and Class Counsel Litigation Expenses Payment not to exceed \$20,000.00 to Class Counsel, **Class Representative Service Payment to Plaintiff of \$~~10,000~~2,500.00**, Administration Expenses Payment to the Administrator not to exceed \$8,000.00, and the PAGA Penalties of \$75,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is currently \$~~339,000~~415,750.00, with an estimated average Individual Class Payment of \$1,~~319.07~~617.70, estimated high Individual Class Payment of \$~~5,754.00~~7,054.49, and estimated low Individual Class Payment of \$~~19.91~~24.41. Additionally, twenty-five percent (25%) of the PAGA Penalties (i.e., Individual PAGA Payment), which is \$18,750.00 out of \$75,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the Individual PAGA Payment. The estimated average Individual PAGA Payment is \$115.74, the estimated high Individual PAGA Payment is \$637.58, and the estimated low Individual PAGA Payment is \$4.49. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendant.

~~##~~

~~14.17.~~ The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to ~~thirty~~twenty-five percent (~~35~~25%) of the Gross Settlement Amount

1 (i.e., ~~\$243,000~~173,750.00, if the Gross Settlement Amount remains \$695,000.00) and expenses
2 and costs of not more than \$20,000.00, which will be paid out of the Gross Settlement Amount,
3 subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks
4 and costs of litigation and will not receive any compensation until recovery is obtained. A
5 description of the qualifications of Class Counsel, the work performed by Class Counsel, and the
6 results achieved by Class Counsel in this matter can be found in paragraphs 21 through 26, *infra*.

7 ~~15.18.~~ 18. The Settlement Agreement provides for payment of up to ~~\$10,000~~2,500.00 to
8 Plaintiff as a Class Representative Service Payment, to be paid out of the Gross Settlement
9 Amount subject to approval by the Court. Plaintiff spent considerable time and effort to
10 produce relevant documents and past employment records and to provide the facts and evidence
11 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
12 needed him and actively tried to obtain information that would benefit the Class. Accordingly, it
13 is appropriate and just for Plaintiff to receive a Class Representative Service Payment, in addition
14 to his individual settlement payment, for his services on behalf of the Class, Aggrieved Employees,
15 and the State of California.

16 ~~16.19.~~ The Parties have agreed to retain Phoenix Class Action Administration Solutions,
17 (“Administrator”) to handle the notice and settlement administration process. The Parties
18 respectfully request that the Court appoint Phoenix Class Action Administration Solutions to
19 handle these procedures and serve as the Administrator. Defendant will provide the Administrator
20 with the Class Data, and the Administrator will calculate each Class Member’s estimated share of
21 the Net Settlement Amount (“Individual Class Payment”) and each Aggrieved Employee's
22 estimated *pro rata* share of the twenty-five percent (25%) portion of the PAGA Penalties. The
23 Administrator will be responsible for translating, printing, distributing, and tracking the Notice
24 Packets and other documents for the Settlement, calculating and distributing payments due under
25 the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
26 withholdings, and remittances, providing necessary reports and declarations, transmitting funds
27 representing uncashed checks after the void date to the California Controller’s Unclaimed Property
28 Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were

1 issued, and other duties and responsibilities set forth to process the Settlement, and as requested
2 by the Parties. Administration Expenses Payment are currently estimated not to exceed \$8,000.00
3 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

4 17-20. Under the Settlement Agreement, Defendant is responsible for any employer-side
5 tax obligations associated with the Gross Settlement Amount and will deposit that amount into the
6 settlement fund in addition to the Gross Settlement Amount. Each Participating Class Member's
7 Individual Class Payments will be allocated twenty percent (20%) to wages and eighty percent
8 (80%) to penalties and interest. The Administrator will withhold the employee's share of taxes
9 and withholdings with respect to the wages portion of the Individual Class Payments.

10 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

11 18-21. **Ascertainability:** The proposed Class is defined as all current and former hourly-
12 paid or non-exempt California employees who worked for Defendant at any time during the Class
13 Period, which is July 18, 2019 to February 4, 2025, or the date of Preliminary Approval, whichever
14 is sooner.

15 19-22. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be
16 approximately 257 individuals who worked an estimated total of 17,030 workweeks.

17 20-23. **Commonality:** Based on investigation and information discovered, Class Counsel
18 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
19 the allegations that Defendant, with respect to Plaintiff, Class Members, and Aggrieved
20 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
21 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
22 pay, failed to timely pay wages during employment and upon termination of employment, failed
23 to provide compliant wage statements, failed to maintain requisite payroll records, and failed to
24 reimburse necessary business expenses, and thereby engaged in unfair business practices and
25 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
26 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were
27 expected to perform similar job duties and were subject to the same or similar operations and
28 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's

1 recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were
2 substantially the same during the time period at issue. As a result of said alleged uniform practices,
3 Plaintiff claims that the Class Members were not paid all of the compensation that was owed to
4 them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
5 would be determined by Defendant's uniform operations and employment practices, policies, and
6 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
7 California during the relevant time period.

8 ~~21-24~~ **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing
9 a class action against his former employer. Plaintiff spent considerable time and effort to produce
10 relevant documents and past employment records and to provide the facts and evidence necessary
11 to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him
12 and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that
13 are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject
14 to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on
15 the challenge and risk of commencing and maintaining this action, and he has not yet received any
16 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
17 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other
18 hourly-paid employees and the State of California.

19 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

20 ~~22-25~~ For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
21 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
22 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC
23 is the attorney of record in well over a dozen employment-related putative class actions in both
24 state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
25 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
26 (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases
27 involving the executive, administrative, and other overtime exemptions to the State of California
28 and federal overtime compensation requirements. During a relatively short time, in association

1 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
2 thousands of individuals in California.

3 ~~23-26.~~ Edwin Aiwarzian is the ~~Managing Member and Shareholder~~ Chief Executive Officer
4 of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University
5 in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in
6 May of 2004. He has extensive formal training in dispute resolution and negotiation from the
7 Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program.
8 In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior
9 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension
10 Program. During the summer of 2000, he studied Legal Writing at Harvard University. From
11 approximately September 2002 to approximately December 2002, he served as a Judicial Extern
12 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
13 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
14 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
15 Appellate District. In December of 2004, he obtained a license to practice law from the California
16 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
17 has almost exclusively focused on the prosecution of consumer and employment class actions,
18 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
19 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
20 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
21 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
22 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
23 successfully litigated cases involving the executive, administrative, and other overtime exemptions
24 to the State of California and federal overtime compensation requirements. Under his supervision,
25 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
26 in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or
27 representative action cases.

28 ~~24-27.~~ Arby Aiwarzian is a ~~Member and Shareholder~~ Senior Partner of Lawyers *for* Justice,

1 PC. He received his Bachelor of Arts degree from University of California, Los Angeles and
2 graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law
3 School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern
4 to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate
5 District. From approximately August 2008 to approximately December 2008, he served as a
6 Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for
7 the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
8 before all courts of the State of California and all United States District Courts in the State of
9 California. He has worked on many wage-and-hour class action and representative action cases,
10 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
11 He has played an integral role in preparing matters for class certification, including and not limited
12 to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court
13 Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court
14 Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case
15 No. RG13680477). Under his supervision, dozens of class action or representative action cases
16 have resulted in settlements that have been granted court approval. He has handled over one
17 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
18 action or representative action cases which have resulted in settlement.

19 ~~25-28.~~ Joanna Ghosh is a ~~Managing Member at~~Senior Partner of Lawyers for Justice, PC.
20 She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a
21 Master of Science degree from the London School of Economics in 2007, and a Juris Doctor
22 degree from Georgetown University Law Center in 2010. She is admitted to practice in California
23 (since 2010)~~and~~, in New York (since 2013)), and in Washington (since 2026), and is also
24 admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the
25 Central District of California, U.S. District Court for the Western District of Washington, and the
26 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled
27 motion practice in class action cases regarding discovery (including and not limited to, regarding
28 class contact information), class certification (both contested class certification and stipulated class

certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

26-29. Selena Matavosian is a Member of Lawyers for Justice, PC. —She received a Bachelor of Science degree from California State University, Northridge in 2019 and earned a Juris Doctor degree from Southwestern Law School in 2022. She was admitted to practice law in California in 2022. She is admitted to practice before all courts of the State of California and all federal district courts in the State of California. She has worked on many wage-and-hour class action and PAGA representative cases, and her work on these cases has included researching and drafting pleadings and motions, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, claims evaluation and analysis, and making court appearances.

27-30. I am a ~~Member~~ Associate Attorney of Lawyers for Justice, PC. I received my Bachelor's degree from the University of California, Santa Barbara in 2019, and earned my Juris Doctor degree from Southwestern Law School in 2024. I was admitted to practice law in California

1 in November of 2024. From approximately May 2022 to approximately August 2022, I served as
2 a Judicial Extern to the Honorable Andre Birotte Jr. at the United States District Court for the
3 Central District of California. I am admitted to practice before all courts of the State of California
4 and all federal district courts in the State of California. Since joining Lawyers *for* Justice, PC, I
5 have worked on wage and hour class action and PAGA representative matters. My work has
6 included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting,
7 negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice,
8 claims evaluation and analysis, and making court appearances.

9 THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

10 28-31. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
11 matter has translated into tangible monetary benefits in the following respects: (1) Class Members,
12 Aggrieved Employees, and the State of California recover over a reasonably short period of time
13 as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
14 result that compares favorably with other similar class action settlements of this type given the
15 strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or
16 costs that would have only increased significantly had the case progressed through certification,
17 trial, and/or appeals.

18 29-32. Class Counsel has litigated the case for over two (2) and was actively preparing the
19 matter for class certification and trial. The Parties have engaged in extensive settlement
20 negotiations and participated in a full-day mediation conducted by Daniel Turner, Esq., a respected
21 mediator of complex wage and hour actions. In the course of the this lawsuit and in connection
22 with the mediation and settlement negotiations, the Parties exchanged extensive information and
23 engaged in discussions regarding their evaluations of the case and various aspects of the case,
24 including but not limited to, the risks and delays of further litigation, the law relating to off-the-
25 clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-
26 hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of
27 appeals, among other things. During all settlement discussions, the Parties conducted their
28 negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable

1 to all Parties was not easy. Defendant and its counsel felt strongly about its ability to prevail on
2 the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial.
3 After conducting investigations, formal and informal discovery, exchange of information,
4 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
5 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
6 principal claims, as well as the costs and risks to both sides that would attend further litigation.
7 The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of
8 Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff and the
9 State of California, with respect to aggrieved employees, Released Parties.

10 ~~30-33~~ Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
11 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
12 conducted significant investigation and formal and informal discovery regarding the facts of the
13 case, including and not limited to, the exchange, review, and analysis of a volume of documents
14 and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents
15 that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment
16 records, a detailed sampling of Plaintiff's and other Class Members' time data and pay records,
17 Defendant's Employee Handbook, internal memoranda, Employee Orientation Checklist, job
18 descriptions, company policy acknowledgements (including but not limited to Disclosure and
19 Authorization acknowledgment, Human Resources Policies and Procedures acknowledgment,
20 Workers' Compensation acknowledgment, General Handbook Acknowledgment, Final Paycheck
21 Acknowledgement), forms (including but not limited to Employment Application, Acceptance of
22 Offer Letter of Employment, performance review sheets), procedures (including but not limited to
23 Human Resources Policies and Procedures, Final Wages Beneficiary Designation Form), among
24 other information and documents. Class Counsel had the opportunity to interview Plaintiff to
25 gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on
26 numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of
27 documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and
28 mediation brief and prepared for and attended court proceedings, settlement negotiations, and the

1 mediation, among other tasks.

2 ~~31-34~~ Counsel for the Parties have also invested time researching and investigating the
3 applicable law, which is constantly evolving as it relates to certification, representative PAGA
4 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
5 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts
6 discovered. Based on Class Counsel's analysis, the result achieved in this lawsuit is fair, adequate,
7 and reasonable.

8 ~~32-35~~ Class Counsel is aware of the defenses and position of Defendant, but believes that
9 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
10 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
11 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens
12 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses,
13 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
14 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
15 who is experienced and well-regarded in complex wage and hour actions.

16 ~~33-36~~ Defendant, on the other hand, denied and continues to deny any liability and
17 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
18 this lawsuit is appropriate for class treatment or representative adjudication for any purpose other
19 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
20 have also had the opportunity to interview witnesses and review documents and information
21 relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant,
22 and Defendant's operations and employment policies, practices, and procedures. The Parties also
23 reviewed and analyzed a volume of documents and data to determine the potential value and
24 strength of the claims. The available information enabled Class Counsel to assess and value the
25 class and PAGA claims and prepare violation, damages, and penalties analyses models.
26 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
27 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
28 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The

1 Settlement takes into account the strengths and weaknesses of each side's position and the
2 uncertainty of how the case might have concluded at trial and/or appeals.

3 ESTIMATE OF THE VALUE OF THE CLAIMS

4 ~~34.~~37. Plaintiff's action alleges that Defendant has violated the California Labor Code and
5 Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
6 scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to
7 properly compensate overtime and minimum wages, failing to provide compliant meal and rest
8 periods and associated premium pay, failing to timely pay wages during employment, failing to
9 timely pay wages upon termination and associated waiting-time penalties, failing to provide
10 compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse
11 necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct
12 constitutes unfair business practices (under the California Business and Professions Code ("UCL")
13 and gives rise to civil penalties recoverable under PAGA.

14 ~~35.~~38. Based on data provided by Defendant, the total number of Class Members during
15 the period from July 18, 2019 through November 6, 2024 ("relevant time period") was estimated
16 to be approximately 257 individuals who worked an estimated total of 17,030 workweeks with an
17 average hourly rate of pay of \$17.55.

18 ~~36.~~39. Plaintiff contended that Defendant required Class Members to perform work before
19 clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods.
20 Plaintiff contended that Defendant discouraged the recordation of overtime hours and required
21 Class Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include
22 non-discretionary bonuses and incentives in the calculation of the regular rate when paying
23 overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later,
24 shortened, and/or interrupted, that Class Members were required to remain on premises during rest
25 breaks, readily available to assist with work tasks, and that Defendant failed to properly pay
26 premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that
27 Defendant intentionally and willfully failed to pay Plaintiff and Class Members all wages due to
28 them while they were employed by Defendant, within the time period permissible under California

1 law, and that Defendant failed to pay all wages due upon termination, within the time period
2 permissible under California law, thereby triggering waiting-time penalties under California Labor
3 Code section 203. Plaintiff contended that, based on the violations described herein, the wage
4 statements provided by Defendant and the payroll records kept by Defendant were inaccurate.
5 Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the other Class
6 Members for necessary business expenses, including, but not limited to, the costs associated with
7 the usage of personal cell phones, and costs associated with footwear and uniforms.

8 37.40. Class Counsel considered Defendant's arguments, e.g., that the employer's practices,
9 policies, and procedures complied with the law, that Defendant paid Class Members over the
10 California minimum wage for all hours worked, that Defendant correctly paid overtime for all
11 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
12 only arise from "willful" failure to pay wages due and owing at the time of termination or
13 resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage
14 statement violations and that this alleged violation and the alleged recordkeeping violation are
15 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
16 employees for necessary business-related expenses exists. Class Counsel also considered the
17 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
18 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
19 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
20 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
21 that it could be determined that individual liability issues predominate (e.g., due to purported
22 variation in shifts, locations, job duties, and other circumstances which could raise individualized
23 questions of fact) and could pose challenges to certification, manageability, and the merits of
24 Plaintiff's claims.

25 38.41. Class Counsel considered information, data, and documents obtained from Plaintiff,
26 Defendant, and other sources, and created violation, damages, and penalties valuations and models
27 prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the
28 claims. However, the potential value of each claim assumed an exposure based on the above-

captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$896,629.50 (17,030 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of \$26.33, which is based on the average hourly rate of \$17.55). At this juncture, a discount of 35% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$582,809.18), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$291,404.59), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$116,561.84).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$298,876.50 (17,030 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$17.55). At this juncture, a discount of 40% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$179,325.90, a discount of 55% was applied to

1 account for the risks associated with succeeding on the merits and establishing
2 liability (bringing the value of this claim closer to \$80,696.66), and a discount of
3 70% was applied to account for the risks associated with proving the extent of
4 damages and obtaining an award thereof (bringing the value of this claim closer to
5 \$24,209.00).

6 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential
7 value of this claim was estimated to be \$597,753.00 (17,030 workweeks x 2 meal
8 period premium x average hourly rate of \$17.55). At this juncture, a discount of 35%
9 was applied to account for the risks associated with obtaining and maintaining class
10 certification (bringing the value of this claim closer to \$388,539.45), a discount of
11 50% was applied to account for the risks associated with succeeding on the merits
12 and establishing liability (bringing the value of this claim closer to \$194,269.73),
13 and a discount of 60% was applied to account for the risks associated with proving
14 the extent of damages and obtaining an award thereof (bringing the value of this
15 claim closer to \$77,707.89).

16 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential
17 value of this claim was estimated to be \$298,876.50 (17,030 workweeks x 1 rest
18 period premiums x average hourly rate of \$17.55). At this juncture, a discount of
19 45% was applied to account for the risks associated with obtaining and maintaining
20 class certification (bringing the value of this claim closer to \$164,382.08), a discount
21 of 50% was applied to account for the risks associated with succeeding on the merits
22 and establishing liability (bringing the value of this claim closer to \$82,191.04), and
23 a discount of 70% was applied to account for the risks associated with proving the
24 extent of damages and obtaining an award thereof (bringing the value of this claim
25 closer to \$24,657.31).

26 e. Failure to Timely Pay Wages During Employment: The value of this claim is
27 considered as a part of the valuation of the PAGA claim contained *infra*.

28 f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties):

Based on information and data provided by Defendant, it was estimated that approximately 159 Class Members had been terminated during the three-year statute of limitations (i.e., from July 18, 2020). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$669,708.00 collectively (159 individuals x [30 days x hourly rate of \$17.55 x 8 hours]), or approximately \$4,212.00 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$334,854.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$167,427.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$50,228.10).

- g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$409,300.00 ([162 initial violations x \$50 statutory penalty] + [4,012 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$204,650.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$102,325.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$30,697.50).
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$136,240.00 (17,030 workweeks x \$8.00 unreimbursed

business expenses). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$68,120.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$34,060.00), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$13,624.00).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$275,400.00 (162 aggrieved employees estimated to have worked during one-year statutory period x \$1,700 civil penalties). At this juncture, a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$82,620.00), and a discount of 60% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$33,048.00).

39-42. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class

Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

RELATED MATTERS AGAINST DEFENDANT

~~40.43.~~ By way of the Court's February 27, 2026 Order, the Court noted that the motion "does not discuss any related matters in all jurisdictions throughout California, nor does it discuss other matters potentially influenced by this settlement," and instructed Class Counsel to "perform a diligent and reasonable search to determine if other matters exist throughout California." (February 27, 2026 Order, ¶ 1).

~~41.44.~~ To address the Court's concerns, after a diligent and reasonable inquiry, neither myself nor other attorneys at my firm are aware of any other related matters to the above-captioned action that were filed in any jurisdiction in California, nor of any other case(s) asserting overlapping claims, which may be impacted by the Settlement.

CLASS COUNSEL FEES PAYMENT

~~42.45.~~ By way of the Court's ~~February 27~~ May 19, 2026 Order, the Court noted that "Plaintiff has ~~it~~ "will not ~~demonstrated that the work performed deserves an~~ award ~~beyond attorney's fees higher than~~ 1/4 of 25% of the settlement amount" ~~for attorneys' fees. (February 27.)~~ (May 19, 2026 Order, ¶ 41).

~~43.—Class Counsel believes~~ To address the Court's order, the ~~amount allocated toward attorneys' fees under~~ Parties have revised the Original Agreement and Amendment No. 1 to the Settlement ~~is within the range of attorneys' fees granted to plaintiffs' counsel in other similar wage and hour cases, based on, inter alia, the risk assumed and efforts expended by Class Counsel, the relief obtained for the Class, and the skill and reputation~~ Agreement to provide for a "Class Counsel Fees Payment of the attorneys. Plaintiff has signed a retainer agreement agreeing to attorneys' fees of at least thirty ~~not more than twenty~~ -five percent (35%).

~~44.—In this case, Class Counsel will be requesting an award of attorneys' fees in the amount of thirty-five percent (35~~ 25%) of the Gross Settlement Amount ~~(i.e., \$243,000.00, if the Gross Settlement Amount remains \$695,000.00), at the final approval stage of the settlement. After deducting the contemplated Class Counsel Fees Payment, Class Counsel Litigation Expenses~~

1 ~~Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA~~
2 ~~Penalties from the Gross Settlement Amount of \$695,000.00, the, which is currently estimated~~
3 ~~remaining amount payable to Participating Class Members for the class action portion of the~~
4 ~~settlement is estimated to be \$339,000.00, and the amount payable to Aggrieved Employees is~~
5 ~~\$18bc \$173,750.00 and the amount payable to the State of California Labor and Workforce~~
6 ~~Development Agency is \$56,250.00 for the PAGA portion of the settlement. The estimated amount~~
7 ~~remaining payable to the Class, State of California, and Aggrieved Employees totals~~
8 ~~approximately \$414,000.00 and is approximately 60% of the Gross Settlement Amount, which is~~
9 ~~far greater than the contemplated amount of attorneys' fees to be requested. Even when~~
10 ~~considering the anticipated benefit to the Class, State of California, and Aggrieved Employees, the~~
11 ~~amount contemplated for attorneys' fees is reasonable. The allocated maximum amount is for all~~
12 ~~past and future attorneys' fees necessary to prosecute, settle, and administer the Action and the~~
13 ~~Settlement. The "future" aspect of these amounts includes, without limitation, all time expended~~
14 ~~by Class Counsel in implementing the Settlement and securing preliminary and final approval~~
15 ~~(including any appeals therein). There will be no additional consideration paid by Defendant for~~
16 ~~such work; although such work may cause Class Counsel's lodestar to increase, Class Counsel~~
17 ~~will be limited to the maximum Class Counsel Fees Payment provided for under the Settlement,~~
18 ~~subject to the Court's approval.~~

19 45. ~~Moreover, Class Counsel spent time conducting significant investigation and~~
20 ~~research into the claims alleged in the case, preparing and serving multiple sets of formal written~~
21 ~~discovery requests onto Defendant (specifically, Form Interrogatories—General (Set One),~~
22 ~~Requests for Production of Documents (Set One), Special Interrogatories (Set One), and Special~~
23 ~~Interrogatories (Set Two)), and notices of depositions of Defendant's Person Most Knowledgeable~~
24 ~~designees, along with accompanying requests for production of documents, developing~~
25 ~~damages/valuation models in preparation for mediation, preparing and attending court~~
26 ~~proceedings, mediation, and settlement negotiations, and drafting and finalizing numerous~~
27 ~~pleadings with the court, and reviewing a large volume of information, documents, and data.~~
28 ~~Additionally, Class Counsel's work in this matter will continue through the notice and settlement~~

1 administration process and to seek final approval of the Settlement.

2 46.—At this juncture, Plaintiff and his counsel are not currently moving the Court to
3 award attorneys' fees to Class Counsel, and are only moving the Court for preliminary approval
4 of the Settlement so that the Class can be provided with notice of the settlement and an opportunity
5 to comment upon and/or object to the Settlement and the contemplated attorneys' fees request,
6 before the Court will decide the amount of attorneys' fees to be awarded to Class Counsel. The
7 question of whether Class Counsel should be awarded attorneys' fees in the amount up to thirty-
8 five percent (35%) of the Gross Settlement Amount in the above-captioned action, should be
9 addressed when an application for attorneys' fees has been presented to the Court for decision at
10 the final approval stage. At that time, the Court will be provided with additional details, evidence,
11 and briefing, including the tasks performed and hours spent on this matter, to support the attorneys'
12 fees requested.

13 47.46. It should be noted that courts have awarded fees as high as fifty percent (50%) of
14 the settlement, depending on the circumstances of the case. Conte & Newberg, Newberg on Class
15 Actions (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (Amendment No. 2,
16 ¶ D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement
17 amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y.
18 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys'
19 fees); *Cicero v. DirectTV, Inc.* (C.D. Cal. July 27, 2010) 2010 U.S. Dist. LEXIS 86920, 2010 WL
20 2991486, at 6-7 (citing cases and noting that "case law surveys suggest that 50% is the upper limit,
21 with 30-50% commonly awarded in cases in which the common fund is relatively small"). Class
22 Counsel has been awarded attorneys' fees in the amount of thirty-five percent in several other
23 wage and hour class action cases that were granted final approval. *See Andrew Dawson, et al. v.*
24 *Hitco Carbon Composites, Inc.* (C.D. Cal. Nov. 25, 2019) 2019 WL 7842550; *Ronell Koeppen v.*
25 *Carvana, LLC* (N.D. Cal. Aug. 22, 2024) 2024 WL 3925703; *Alberto Gonzalez, et al. v. Carlton*
26 *Forge Works, et al.* (Superior Ct. Los Angeles Mar. 19, 2024) 21CMCV00141; *Anne Kastler, et*
27 *al. v. Garten, Inc.* (N.D. Cal. Apr. 19 2022) 2022 WL 1157491.).

28 **CLASS REPRESENTATIVE SERVICE PAYMENT**

1 ~~48-47.~~ By way of the Court's ~~February 27~~May 19, 2026 Order, the Court noted that ~~the~~
2 ~~"Court-it~~ "will not award an enhancement award higher than \$2,500 to Plaintiff ~~... unless he was~~
3 ~~deposed or otherwise contributed substantially to the resolution of this matter beyond answering~~
4 ~~questions, looking for paperwork, and being 'available' for mediation."~~ (February 27Marcus
5 Trammel." (May 19, 2026 Order, ¶ 51).

6 49.—~~The Settlement Agreement provides for a Class Representative Service Payment in~~
7 ~~the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff to be paid~~
8 ~~from the Gross Settlement Amount, in addition to any individual settlement payment, to~~
9 ~~compensate Plaintiff for the time and effort that he expended on behalf of the Class Members and~~
10 ~~the State of California. The allocation for the Class Representative Service Payment, as provided~~
11 ~~by the Settlement, is fair, reasonable, and adequate in light of the time and effort that Plaintiff has~~
12 ~~devoted to this matter, as well as the risk that he has undertaken on behalf of the Class. The~~
13 ~~information provided by Plaintiff with regards to his personal experiences with Defendant was~~
14 ~~invaluable throughout the litigation of this case and without it, the significant monetary recovery~~
15 ~~may not have been obtained for the Class and the State of California. Plaintiff championed the~~
16 ~~interest of the other Class Members rather than prosecute his individual claims to avoid any~~
17 ~~potential conflicts, and provided information and assisted with the litigation of this matter since~~
18 ~~prior to its commencement. Unlike other cases with multiple plaintiffs each obtaining~~
19 ~~enhancement payments (which can total upwards of \$40,000 or \$50,000), there is only one named~~
20 ~~Plaintiff who was willing to prosecute this action and a \$10,000 Class Representative Service~~
21 ~~Payment is warranted.~~

22 50.—~~Plaintiff has contributed a considerable amount of time and effort to this litigation~~
23 ~~on behalf of the Class, and the information that he has provided throughout the pendency of this~~
24 ~~case has been essential to the litigation, preparing for class certification, preparing for mediation,~~
25 ~~evaluation of the claims, and eventual settlement of the case. Plaintiff has demonstrated his ability~~
26 ~~to advocate for the interests of the proposed Class by maintaining regular contact with counsel~~
27 ~~regarding the lawsuit, providing information and documents to counsel as well as evidence to~~
28 ~~support the case, being available whenever counsel needed him, and actively trying to obtain and~~

1 ~~provide information that would benefit the Class.~~

2 ~~51.— Additionally, Plaintiff has agreed to a broad general release of all claims as set forth~~
3 ~~in Paragraph 5.1 of the Settlement Agreement, which no other Class Member is providing as part~~
4 ~~of this Settlement, in exchange for the Class Representative Service Payment. Class Counsel~~
5 ~~believes that Plaintiff's broad general release of all claims is, in and of itself, worth the \$10,000~~
6 ~~Class Representative Service Payment.~~

7 ~~52.— At this juncture, Plaintiff is not currently moving the Court to award a Class~~
8 ~~Representative Service Payment to Plaintiff, and is only moving the Court for preliminary~~
9 ~~approval of the Settlement so that the Class can be provided with notice of the settlement and an~~
10 ~~opportunity to comment upon and/or object to the Settlement and the contemplated request for the~~
11 ~~Class Representative Service Payment, before the Court will decide the amount of the Class~~
12 ~~Representative Service Payment to be awarded to Plaintiff. The question of whether and how~~
13 ~~much of a Class Representative Service Payment should be awarded to Plaintiff in the above-~~
14 ~~eaptioned action, should be addressed when an application for a Class Representative Service~~
15 ~~Payment has been presented to the Court for decision at the final approval stage.~~

16 48. To address the Court's order, the Parties have revised the Original Agreement and
17 Amendment No. 1 to the Settlement Agreement to provide for a "Class Representative Service
18 Payment to the Class Representative of not more than \$2,500.00 (in addition to any Individual
19 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
20 as a Participating Class Member). (Amendment No. 2, ¶ C).

21 **LWDA SUBMISSION**

22 ~~53-49.~~ By way of the Court's February 27, 2026 Order, the Court noted that "[c]ounsel has
23 not provided proof of service on the LWDA." (February 27, 2026 Order, ¶ 8).

24 ~~54-50.~~ On January 16, 2026, Plaintiff submitted the Motion for Preliminary Approval and
25 supporting documents, which included the Original Agreement attached as "EXHIBIT 2" to the
26 Declaration of Maria Halwadjian in Support of Plaintiff's Motion for Preliminary Approval of
27 Class Action and PAGA Settlement, to the LWDA. A true and correct copy of the e-mail
28 confirmation receipt from the LWDA, indicating the LWDA's receipt of the submission of these

documents is attached hereto as “**EXHIBIT 45.**”

51. ~~As of April 27~~ On April 27, 2026, Plaintiff submitted the First Amended Motion for Preliminary Approval and supporting documents, which included the Original Agreement and Amendment No. 1 to the Settlement Agreement, attached as “EXHIBIT 2” and “EXHIBIT 3,” respectively, to the First Amended Declaration of Maria Halwadjian in Support of Plaintiff’s First Amended Motion for Preliminary Approval of Class Action and PAGA Settlement, to the LWDA. A true and correct copy of the e-mail confirmation receipt from the LWDA, indicating the LWDA’s receipt of the submission of these documents is attached hereto as “EXHIBIT 6.”

~~55-52.~~ As of June 29, 2026, a query of the LWDA’s PAGA Case Search Database (https://cadir.my.salesforce-sites.com/PagaSearch/) confirms that the Motion for Preliminary Approval (along with the Original Agreement) ~~were~~was submitted to the LWDA on January 16, 2026, and the First Amended Motion for Preliminary Approval (along with the Original Agreement and Amendment No. 1) was submitted to the LWDA on April 27, 2026. A print-out of the PAGA Case Detail search results generated on ~~April 27~~June 29, 2026 from the LWDA PAGA Case Search Database is attached hereto as “EXHIBIT 57.”

~~56-53.~~ Upon filing of Plaintiff’s ~~first~~second amended motion for preliminary approval with the Court, Plaintiff will submit the ~~first~~second amended motion for preliminary approval and supporting documents to the LWDA.

##

ADDITIONS AND/OR REVISIONS TO MOTION FOR PRELIMINARY APPROVAL

~~57-54.~~ By way of the Court’s ~~February 27~~May 19, 2026 Order, the Court requested that the “revised papers must include both a clean copy and a copy with ‘track changes’ turned on so the Court can visually inspect the changes.” (~~February 27~~May 19, 2026 Order, ¶ 2).

~~58-55.~~ To address the Court’s request, redlined versions with “track changes” on for the ~~first~~second amended papers being filed in support of preliminary approval are attached herewith. A redlined version of Plaintiff’s ~~First~~Second Amended Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities is attached hereto as “EXHIBIT 68.” A redlined version of this declaration

1 (~~First~~Second Amended Declaration of Maria Halwadjian in Support of Plaintiff's ~~First~~Second
2 Amended Motion for Preliminary Approval of Class Action and PAGA Settlement) is attached
3 hereto as "EXHIBIT ~~79~~79." A redlined version of the ~~[First~~Declaration of Marcus Trammel in
4 Support of Plaintiff's Second Amended Motion for Preliminary Approval of Class Action and
5 PAGA Settlement is attached hereto as "EXHIBIT 10." A redlined version of the ~~[Second
6 Amended Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement
7 is attached hereto as "EXHIBIT ~~81~~81." A redlined version of the Class Notice is attached hereto
8 as "EXHIBIT ~~91~~91."~~

9 ~~59-56~~59-56. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
10 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits
11 that the Settlement is within an acceptable range of recovery for this type of litigation given the
12 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
13 and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

16 Executed on this ~~27th~~30th day of ~~April~~June 2026, at Glendale, California.

17
18 _____
19 Maria Halwadjian
20
21
22
23
24
25
26
27
28

EXHIBIT 10

Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 272479)
Selena Matavosian (SBN 348044)
Maria Halwadjian (SBN 358015)
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Attorneys for Plaintiff Marcus Trammel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**DECLARATION OF MARCUS
TRAMMEL IN SUPPORT OF
PLAINTIFF'S ~~FIRST~~SECOND
AMENDED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

~~Hearing~~ Date: May 26 July 23,
~~Hearing~~ 2026
Time: 8:30 a.m.
Department: S33

Complaint Filed: July 18, 2023
Trial Date: None Set

DECLARATION OF MARCUS TRAMMEL

I, **Marcus Trammel**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the above-captioned action entitled *Trammel v. Bear Springs Hotel*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2316296. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Defendant Bear Springs Hotel ("Defendant") from approximately September 2021 to approximately October 2022 as an hourly-paid Overnight Cook. I decided to seek legal advice about my work experiences with Defendant and about pursuing my grievances. I contacted Lawyers for Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendant was held accountable for not properly compensating its employees for all hours worked, non-compliant meal and rest breaks, and failure to reimburse expenses. I consulted with the attorneys and staff at Lawyers for Justice, PC discussing my situation, complex wage-and-hour class actions and representative actions under the Private Attorneys General Act ("PAGA") in general, and what it meant to be a named plaintiff, class representative, and a PAGA representative. Prior to commencing the case, I was informed of and came to understand what my duties and responsibilities would be as a plaintiff, a PAGA representative, and also, if class certification were to be obtained and if I were to be appointed as a representative of the class, what my duties and responsibilities would be in that event.

3. Throughout the pendency of the case, I have spent time speaking with my attorneys regarding the case and fulfilling my responsibilities as a class representative and PAGA representative, which included gathering documents concerning my employment with Defendant, reviewing documents with my attorneys, answering their questions, providing guidance regarding the duties of hourly and non-exempt employees, and helping develop a strategy as to what documents and information to obtain from Defendant. I frequently checked in with my attorneys and their staff to make sure that they had all my most current information and any additional information that I had obtained.

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1 4. As the case progressed, I was available to answer any questions my attorneys had
2 and remained available to speak and meet with my attorneys whenever they needed me. I
3 responded to them as quickly as possible and gave them as much information and identified as
4 many documents as I could. I spent time speaking with my attorneys about the case, identifying
5 potential witnesses, providing my attorneys with documents and information concerning the case,
6 and also describing policies, practices, and procedures of Defendant.

7 5. As far as the settlement is concerned, I was available to review documents and
8 answer any questions my attorneys had. I reviewed the settlement agreement and discussed the
9 questions I had regarding the potential settlement with my attorneys before signing the settlement
10 agreement.

11 6. I believe that I have done everything that my attorneys have asked of me and have
12 tried, to the best of my ability, to represent the class. I think my efforts helped to get the result
13 obtained in this case, and as a class representative, I respectfully request that the Court award me
14 an enhancement award in the amount of \$~~10,000~~2,500.00 for my active participation in this case.
15 Taking into consideration the time that I have dedicated to this case, I believe that this amount is
16 reasonable.

17 7. I am not related to anyone associated with Lawyers *for* Justice, PC.

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

Marcus Trammel

EXHIBIT 11

Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 272479)
Selena Matavosian (SBN 348044)
Maria Halwadjian (SBN 358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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Attorneys for Plaintiff Marcus Trammel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARCUS TRAMMEL, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BEAR SPRINGS HOTEL, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2316296

Honorable Stephanie Tanada
Department S33

CLASS ACTION

**[~~FIRST~~SECOND] AMENDED
PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT¹**

~~Hearing~~ Date: May 26 July 23,
~~Hearing~~ Time: 2026
Department: 8:30 a.m.
S33
Complaint Filed:
Trial Date: July 18, 2023
None Set

¹ Per the Court's Order dated ~~February 27~~ May 19, 2026, a redlined version of this document with "track changes" turned on is attached as Exhibit 811 to the ~~First~~ Second Amended Declaration of Maria Halwadjian in Support of Plaintiff's ~~First~~ Second Amended Motion for Preliminary Approval of Class Action and PAGA Settlement.

1 This matter has come before the Honorable Stephanie Tanada in Department S33 of the
2 Superior Court of the State of California, for the County of San Bernardino, on ~~May 26~~July 23, 2026,
3 at 8:30 a.m. for Plaintiff's ~~First~~Second Amended Motion for Preliminary Approval of Class Action
4 and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Marcus Trammel
5 ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees and
6 Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appears as counsel for Defendant Bear Springs
7 Hotel ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Class Notice ~~and~~("Original Agreement"), Amendment No. 1 to Class Action and
14 PAGA Settlement Agreement and Class Notice ~~(together~~("Amendment No. 1" or "Amendment No.
15 1 to the Settlement Agreement"), and Amendment No. 2 to Class Action and PAGA Settlement
16 Agreement and Class Notice (collectively, "Settlement," "Agreement," or "Settlement Agreement"),
17 attached hereto as ~~"EXHIBIT 1" and,~~ "EXHIBIT 2," ~~and~~ "EXHIBIT 3," respectively, and
18 attached as ~~"EXHIBIT 2" and,~~ EXHIBIT 3," ~~and~~ "EXHIBIT 4" respectively, to the ~~First~~Second
19 Amended Declaration of Maria Halwadjian in Support of Plaintiff's ~~First~~Second Amended Motion
20 for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
21 determination that the Settlement falls within the range of possible approval as fair, adequate, and
22 reasonable.

23 2. This Order incorporates by reference the definitions in the Settlement Agreement,
24 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
25 Settlement Agreement.

26 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
27 and reasonable. It appears to the Court that extensive investigation and research have been conducted
28 such that counsel for the parties at this time are able to reasonably evaluate their and each other's

1 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
2 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
3 by the further prosecution of the case. It further appears that the Settlement has been reached as the
4 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
5 faith.

6 4. The Court preliminarily finds that the Settlement, including the allocations for the
7 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
8 Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the
9 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
10 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
11 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
12 and preliminarily finds that the monetary settlement awards made available to the Class Members
13 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
14 outcome of further litigation relating to certification, liability, and damages issues.

15 5. The Court concludes that, for settlement purposes only, the proposed Class meets
16 the requirements for certification under section 382 of the California Code of Civil Procedure in
17 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
21 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
22 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
23 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

24 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
25 follows:

26 All current and former hourly-paid or non-exempt California employees who worked
27 for Defendant at any time during the Class Period. "Class Period" is defined as the
28 period from July 18, 2019 to February 4, 2025, or the date of Preliminary Approval,
whichever is sooner.

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7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel.

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9:8. The Court provisionally appoints Plaintiff Marcus Trammel as the Class Representative.

~~10:9.~~ The Court provisionally appoints Phoenix Class Action Administration Solutions (“Phoenix”) to handle the administration of the Settlement (“Administrator”).

~~11:10.~~ Within twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant shall provide the Administrator, in the form of a Microsoft Excel spreadsheet, with the following information about each Class Member: full name, last-known mailing address, Social Security number, Workweeks during the Class Period, and PAGA Pay Periods worked during the PAGA Period (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

~~12:11.~~ The Court approves, both as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), Objection Form, and Request for Exclusion Form (collectively, the “Notice Packet”) attached hereto as **“EXHIBIT 3,”** ~~“EXHIBIT 4,”~~ “EXHIBIT 5,” and **“EXHIBIT 56,”** respectively. The Notice Packet shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to challenge the Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating Class Member’s right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Notice Packet substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail

1 the Notice Packet to all Class Members within fourteen (14) calendar days of receiving the Class
2 Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

3 13.12. The Court hereby preliminarily approves the proposed procedure, set forth in the
4 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
5 choose to be excluded from the Class Settlement by submitting a timely and valid written request to
6 be excluded from the Class Settlement or a Request for Exclusion Form (“Request for Exclusion”)
7 no later than sixty (60) days after the Administrator mails the Notice Packet to Class Members and
8 Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed Notice Packet, the
9 Response Deadline shall be extended by an additional fourteen (14) calendar days from the date of
10 the Response Deadline. Any Class Member who submits a Request for Exclusion from the Class
11 Settlement will not be a Participating Class Member and will not have any right to object, appeal, or
12 comment on the Class Settlement. Class Members who submit a timely and valid Request for
13 Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court
14 order approving the terms of the Class Settlement, and the Final Approval Order and Judgment
15 entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of
16 whether they exercise their option to opt out of the Class Settlement.

17 14.13. A Final Approval Hearing shall be held before this Court on November 13,
18 2026 January 8, 2027 at 8:30 a.m., or _____ at
19 _____ a.m./p.m. in Department S33 of the Superior Court of California for the County of
20 San Bernardino, located at 247 W. Third Street, San Bernardino, California 92415, to determine all
21 necessary matters concerning the Settlement, including: whether the proposed settlement of the
22 action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
23 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
24 should be entered herein; whether the plan of allocation contained in the Settlement should be
25 approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
26 determine whether to finally approve the requests for the Class Counsel Fees Payment, Class
27 Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration
28 Expenses Payment.

1 ~~15.14.~~ Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
3 Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate
4 declarations and supporting evidence, including the Administrator's declaration, at least sixteen (16)
5 court days before the Final Approval Hearing.

6 ~~16.15.~~ Only Class Members who do not request exclusion from the Class Settlement may
7 object to the Class Settlement by submitting a written objection or Objection Form ("Objection") to
8 the Administrator prior to the Response Deadline or by presenting their objection orally at the Final
9 Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be
10 signed by the Participating Class Member and contain all information required by this Settlement
11 Agreement. A Participating Class Member who does not object prior to or at the Final Approval
12 Hearing will be deemed to have waived any objections and will be foreclosed from making any
13 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

14 ~~17.16.~~ The Settlement is not a concession or admission and shall not be used against
15 Defendant as an admission or indication with respect to any claim of any fault or omission by
16 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
17 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
18 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
19 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
20 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
21 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
22 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
23 condition constituting a violation of, or a non-compliance with state, federal, local or other
24 applicable law, except for legal proceedings concerning the implementation, interpretation, or
25 enforcement of the Settlement.

26 ~~18.17.~~ In the event the Settlement does not become effective in accordance with the terms
27 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
28 or fails to become effective for any reason, this Order shall be rendered null and void, shall be

1 vacated, and the Parties shall revert back to their respective positions as of before entering into the
2 Settlement Agreement.

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6 21.18. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
8 Members, and retains jurisdiction to consider all further applications arising out of or connected with
9 the Settlement.

10 **IT IS SO ORDERED.**

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12 Dated: _____

By:

The Honorable Stephanie Tanada
Judge of the Superior Court

EXHIBIT 12

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

Marcus Trammel v. Bear Springs Hotel

Case No. CIVSB2316296

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hakwaanain, LLC dba Bear Springs Hotel. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Marcus Trammel (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period of July 18, 2019 and February 4, 2025, and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period May 11, 2022 and February 4, 2025 (“Aggrieved Employees”).

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

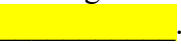
- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty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

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion, or by completing and submitting the enclosed Request for Exclusion Form to the Administrator. Once excluded, you will be no longer eligible for an Individual Class Payment and cannot object to any portion of the proposed Settlement. See Section 6 of this Class Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement by submitting a written Objection, or by completing and submitting the enclosed Objection Form to the Administrator. 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 Class Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. 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 Class Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by 	The amounts 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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records are stated in Section 4 of this Class Notice. If you disagree with either of these numbers, you must challenge it by  . See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same 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: Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian from Lawyers *for* Justice P.C. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages. It contends that it complied with all applicable laws, but that settling this matter is a business decision that allows it to minimize risk and legal expenditures.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$695,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service 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"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 ~~\$243,000~~173,750.00 (~~35~~25% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to ~~\$10,000~~2,500.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative ~~Award~~Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$75,000.00 for PAGA Penalties, allocated seventy-five percent (75%) to the LWDA PAGA Payment and twenty-five percent (25%) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to e.g., interest, etc. ("Non-Wage Portion"). The Wage Portion is subject

to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
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 [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion or by submitting the enclosed Request for Exclusion Form by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Class Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment; (f) violations of the Unfair Competition Law; (g) any other claims or penalties under the wage and hour laws or primary rights asserted in the Action; and (h) all damages, penalties, interest and other amounts recoverable under said causes of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the "Released Class Claims"). The Release shall cover the Class Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

Plaintiff and the Participating Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in this Action which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Agreement.

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

against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases is as follows:

All Aggrieved Employees 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 all claims for PAGA penalties arising during the PAGA Period that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following PAGA claims: (a) failure to pay all wages (including, but not limited to, overtime and minimum wages); (b) meal and rest break violations; (c) failure to reimburse business expenses; (d) failure to provide compliant and/or timely wage statements; (e) failure to timely pay all wages owed upon termination of employment (collectively, the "Release PAGA Claims"). This PAGA Release shall cover the PAGA Period as defined herein. The res judicata effect of the Judgment will be the same as that of the Release.

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 \$ [REDACTED] 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. Your Estimated Class Workweeks. Defendant's records show that, between the Class Period from July 18, 2019 to February 4, 2025, **you worked [REDACTED] Workweeks.** To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those weeks may be excluded from your total.
4. Your Estimated PAGA Pay Periods. Defendant's records show that, during the PAGA Period from May 11, 2022 and February 4, 2025, **you worked [REDACTED] PAGA Pay Periods.** (You may have been paid on a bi-weekly basis, in which case each pay period would consist of two (2) weeks). To the extent that you took vacation or a leave of absence during that period and thus did not record any work hours in the timekeeping system, those pay periods may be excluded from your total.
5. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA

Period, as recorded in Defendant's records, are stated above. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA 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 Class Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class 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 simple statement that you do not want to participate in the Class Settlement, or complete and submit the enclosed Request for Exclusion Form. The Administrator will exclude you based on any writing communicating your request be excluded from the Class Settlement. Be sure to personally sign your request, identify the Action as *Marcus Trammel v. Bear Springs Hotel*, and include your identifying information (full name, address, telephone number, and approximate dates of employment 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 [REDACTED], or it will be invalid.** Section 9 of the Class 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 Class Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the [redacted] 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 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url) or the Court's website <https://cap.sb-court.org/search>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for submitting written objections or completing and submitting an Objection Form to the Administrator is [redacted].** 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, *Marcus Trammel v. Bear Springs Hotel*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Class 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 Class 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 [redacted] at (time) in Department S33 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino California 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. 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 [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and 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 San Bernardino County Superior Court's website at (<https://cap.sb-court.org/search>) and entering the Case Number of the Action, Case No. CIVSB2316296. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney: Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian

Email Address: arby@calljustice.com, joanna@calljustice.com, brian@calljustice.com, maria@calljustice.com

Name of Firm: Lawyers for Justice, P.C.

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, CA 91203

Telephone: (818) 619-2080

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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