

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 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** [\(url\)](#). 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 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.

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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 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 2

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 32639)
Selena Matavosian (SBN348044)
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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

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

3
4 Dated: April 27, 2026

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

6 By: /s/ Kristin Kovacich

7 Jack S. Sholkof
8 Kristin Kovacich
9 *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 [\(url\)](#).** 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.

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 3

**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 \$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 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.

EXHIBIT 4

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 5

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