

Karen I. Gold (SBN 258360)
kgold@blackstonepc.com
Sara Pezeshkpour (SBN 260240)
spezeshkpour@blackstonepc.com
Noam Y. Reiffman (SBN 299446)
nreiffman@blackstonepc.com
Marissa A. Mayhood (SBN 334376)
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs
MAYRA CAMPOS MOLINA and
YANETH PORTILLO DE CIFUENTES

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

MAYRA CAMPOS MOLINA and YANETH
PORTILLO DE CIFUENTES, individually,
and on behalf of other members of the general
public similarly situated,

Plaintiffs,

vs.

HARBOR HOTELS, LLC, a California
Limited Liability Company; and DOES 1
through 25, inclusive,

Defendants.

Lead Case No.: 23STCV10683
Related Case No.: 23STCV16652

Hon. Stuart M. Rice, Department 1

**SUPPLEMENTAL DECLARATION OF
KAREN I. GOLD IN SUPPORT OF
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 30, 2025
Time: 10:30 A.M.
Dept.: 1

[Filed Concurrently with Amended Proposed Order]

SUPPLEMENTAL DECLARATION OF KAREN I. GOLD

I, Karen I. Gold, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a Senior Trial Attorney and Team Lead at Blackstone Law, APC (“Class Counsel”) and one of the attorneys of record for Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes (“Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On May 28, 2025, I received a notice from CaseAnywhere regarding the Court’s Tentative Ruling- Motion for Preliminary Approval 5-30-2025 wherein the Court asked the Parties to supplement Plaintiff’s filing to address three items.

3. That same day, my office contacted the proposed third-administrator, APEX Class Action, LLC, to obtain the workweek count during the Class Period (May 11, 2019, to November 5, 2024). After reviewing the class information provided by Defendant, APEX Class Action, LLC advised that there was a total of 12,082 workweeks during the Class Period.

4. Pursuant to Paragraph 19 of the Joint Settlement Agreement of Class Action and PAGA Settlement and Class Notice, the Escalator Clause is only triggered when the number of workweeks during the Class Period exceeds 12,100 workweeks. As such, the Escalator Clause was not triggered.

5. On May 29, 2025, the Parties executed the First Amendment to Joint Stipulation of Class Action and PAGA Settlement and Class Notice (“Amendment to Settlement Agreement”). The Amendment to Settlement Agreement solely updates the Released Class Claims definition to ensure that definition does not include PAGA penalties. That update was made to the proposed Class Notice attached thereto as Exhibit B. Attached hereto as **Exhibit 4** is a true and correct copy of the executed Amendment to Settlement Agreement.

6. In accordance with California Labor Code section 2699(s)(2) and concurrently with this filing, a copy of Exhibit 4 was submitted to the LWDA via online submission through the LWDA’s website.

///

///

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on May 29, 2025, at Westlake Village, California

3 

4 _____
5 Karen I. Gold
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

3
4
5
6
7
8

9

0
1
2
3
4
5
6
7
8
9
20
21
22

23
24

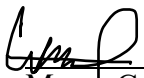
25
26

27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF MAYRA CAMPOS MOLINA

Dated: 05/29/2025



Mayra Campos Molina

PLAINTIFF YANETH PORTILLO DE CIFUENTES

Dated: _____

Yaneth Portillo De Cifuentes

DEFENDANT HARBOR HOTELS, LLC

Dated: _____

Full Name: _____
Title: _____
On behalf of Harbor Hotels, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: May 29, 2025



Karen I. Gold
Sara Pzeshkpour
Noam Reiffman
Marissa A. Mayhood

*Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo di Cifuentes*

SABER LAW GROUP

Dated: _____

Shirley C. Wang
Ren M. Kuan
Attorneys for Defendant Harbor Hotels, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

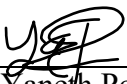
PLAINTIFF MAYRA CAMPOS MOLINA

Dated: _____

Mayra Campos Molina

PLAINTIFF YANETH PORTILLO DE CIFUENTES

Dated: 05/29/2025



Yaneth Portillo De Cifuentes

DEFENDANT HARBOR HOTELS, LLC

Dated: _____

Full Name: _____
Title: _____
On behalf of Harbor Hotels, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: May 29, 2025



Karen I. Gold
Sara Pzeshkpour
Noam Reiffman
Marissa A. Mayhood

*Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo di Cifuentes*

SABER LAW GROUP

Dated: _____

Shirley C. Wang
Ren M. Kuan
Attorneys for Defendant Harbor Hotels, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PLAINTIFF MAYRA CAMPOS MOLINA

Dated: _____

Mayra Campos Molina

PLAINTIFF YANETH PORTILLO DE CIFUENTES

Dated: _____

Mayra Campos Molina

DEFENDANT HARBOR HOTELS, LLC

5/29/2025

Signed by:
David Lee
0B50DDE5C5884F...

Dated: _____

David Lee

Full Name: _____
Principal Correspondent

Title: _____
On behalf of Harbor Hotels, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Karen I. Gold
Sara Pzeshkpour
Noam Reiffman
Marissa A. Mayhood

*Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo di Cifuentes*

SABER LAW GROUP

Dated: 5/29/25 _____

Shirley C. Wang

Shirley C. Wang
Ren M. Kuan
Attorneys for Defendant Harbor Hotels, LLC

EXHIBIT B

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Mayra Campos Molina, et al. v. Harbor Hotels, LLC

Superior Court of California for the County of Los Angeles, Case Nos. 23STCV10683 and 23STCV16652

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes ("Plaintiffs") and Defendants Harbor Hotels, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case Nos. 23STCV10683 and 23STCV16652 (the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period starting on May 11, 2019 through November 5, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former hourly paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period starting on May 11, 2022 through November 5, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On May 11, 2023, Plaintiffs filed a Class Action Complaint for Damages in the action entitled *Mayra Campos Molina and Yaneth Portillo de Cifuentes v. Harbor Hotels, LLC, et al.*, in the Los Angeles County Superior Court, case number 23STCV10683 (the "Class Action"), thereby commencing a putative class action lawsuit against Defendant.

Plaintiffs contend that Defendant failed to pay overtime wages, failed to pay minimum wages, failed to provide meal and rest period premiums, failed to provide accurate wage statements, failed to timely pay wages upon termination, and failed to reimburse necessary business expenses; and thereby violated California Business & Professions Code Section 17200, *et seq.* Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

On July 17, 2023, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, in the action entitled *Mayra Campos Molina and Yaneth Portillo de Cifuentes, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act v. Harbor Hotels, LLC, et al.*, in the Los Angeles County Superior Court, case number 23STCV16652 (the "PAGA Action") based on Defendant's alleged violations described above.

On September 13, 2023, the Court ordered the Class Action and the PAGA Action to be related and set the Class Action as the lead case. The Class Action and the PAGA Action are collectively referred to herein as the “Actions.”

Defendant denies all liability and materials allegations set forth in the Actions and has asserted affirmative defenses in the Actions. Defendant does not believe that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. However, in the interest of avoiding the burden, expense, and risk of continued litigation, Defendant has agreed to participate in a mediation with Plaintiffs to fully and finally settle the Actions.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties later reached a settlement of the Actions.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Sara Pezeshkpour
spezeshkpour@blackstonepc.com
Noam Y. Reiffman
nreiffman@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks (and if any) PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred and Fifty Thousand Dollars (\$350,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed One-Third (1/3) of the Gross Settlement Amount (i.e., \$116,666.67 if the Gross Settlement Amount is \$350,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff for their services in the Actions, which is collectively \$10,000.00; (3) the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$26,250.00) (“LWDA Payment”) and the remaining 25% (\$8,750.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of Pay Periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From May 11, 2019 to November 5, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**

- **From May 11, 2022 to November 5, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweek and/or PAGA Pay Period Dispute”). The Workweek and/or PAGA Pay Period Dispute must: (a) contain the case name and number of the Actions (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Case Nos. 23STCV10683 and 23STCV16652); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide meal and rest period premium payments, provide accurate wage statements, timely pay wages upon termination, and reimburse necessary business-related expenses in violation of California Labor Code Sections 510, 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties other than those under California Labor Code Sections 2698 *et seq.*, pertaining to the Class Members.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and PAGA Action, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide meal and rest period premium payments, provide accurate wage statements, timely pay wages upon termination, and reimburse necessary business-related expenses in violation of California Labor Code Sections 510, 1174(d), 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 204, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant Harbor Hotels, LLC and its current and former officers, directors, members, insurers, shareholders, owners, parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, agents, attorneys, insurers, and any other person acting by, through, or under Defendant.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed One-Third (1/3) of the Gross Settlement Amount (i.e., \$116,666.67 if the Gross Settlement Amount is \$350,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiff

Plaintiffs will seek the amount of Five Thousand Dollars (\$5,000.00) to each Plaintiff (“Enhancement Payments”), in recognition of their services in connection with the Actions, which is collectively \$10,000.00. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek and/or PAGA Pay Period Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Actions (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Case Nos. 23STCV10683 and/or 23STCV16652); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Case Nos. 23STCV10683 and 23STCV16652); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your 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 returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Parties may appear remotely using the current iteration of LA Court Connect, which can be accessed at: <https://my.lacourt.org/laccwelcome>. The Court strongly prefers that if appearing remotely, everyone use the video feature of LA Court Connect and ensure that they have a stable connection to the call. Persons appearing remotely should make sure they are only using one microphone.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by using the Los Angeles County Superior Court Online Services at <https://www.lacourt.org/online services/ON0001.aspx> or https://www.lacourt.org/generalinfo/obtainacopy/GI_OB001.aspx. You may also obtain copies of the documents on file with the Court in person during the Court’s normal business hours.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION

REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.