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Attorneys for Plaintiffs Mayra Campos Molina  
and Yaneth Portillo de Cifuentes and the Class

**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.

Case No.: 23STCV10683  
(Related to Case No.: 23STCV16652)

Honorable Theresa M. Traber  
Department 1

**DECLARATION OF KAREN I. GOLD IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT,  
ATTORNEYS' FEES AND COSTS,  
ENHANCEMENT PAYMENTS, AND  
SETTLEMENT ADMINISTRATION  
COSTS**

Date: December 5, 2025  
Time: 10:30 a.m.  
Dept: 1

Complaint Filed: May 11, 2023  
Trial Date: Not Set

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

## Procedural History of the Actions

3. On May 11, 2023, Plaintiffs provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

4. 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 v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case Number 23STCV16652 (the “PAGA Action”) based on the alleged California Labor Code violations described above, thereby commencing a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

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1           5.       On September 13, 2023, the Court ordered the Class Action and PAGA Action  
2 (together, “Actions”) to be related and set the Class Action as the lead case.

3           6.       On June 27, 2024, the Parties participated in a formal mediation conducted by Brandon  
4 McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex  
5 wage and hour matters. Although the Actions were not resolved at the June 27, 2024 mediation, with  
6 the ongoing assistance of the Mediator, the Parties reached a settlement of the Actions on September  
7 6, 2024.

8           7.       On April 10, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA  
9 Settlement and Class Notice (“Original Agreement”). Attached hereto as **Exhibit 1** is a true and  
10 correct copy of the fully executed Original Agreement.

11           8.       On April 22, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action  
12 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On May 28,  
13 2025, the Court issued a Tentative Ruling regarding the Motion for Preliminary Approval (“May 28,  
14 2025 Tentative Ruling”).

15           9.       On May 29, 2025, pursuant to the May 28, 2025 Tentative Ruling, the Parties executed  
16 the First Amendment to Joint Stipulation of Class Action and PAGA Settlement and Class Notice  
17 (“Amendment”). Attached hereto as **Exhibit 2** is a true and correct copy of the fully executed  
18 Amendment. On May 29, 2025, Plaintiffs filed a supplemental declaration in support of the Motion  
19 for Preliminary Approval.

20           10.      On June 2, 2025, the Court entered the Amended Order Granting Preliminary Approval  
21 of Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary  
22 approving the terms of the Original Agreement and Amendment (together, “Settlement” or  
23 “Settlement Agreement”), the Notice of Class Action and PAGA Settlement (“Class Notice”), and the  
24 proposed administration procedures and associated deadlines. A true and correct copy of the  
25 Preliminary Approval Order is attached hereto as **Exhibit 3**.

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**Summary of the Terms of the Settlement Agreement**

11. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “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” or “Class Members”). The “Class Period” is defined as the period from May 11, 2019 through November 5, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “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.” The “PAGA Period” is defined as the period from May 11, 2022 through November 5, 2024.

12. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 183 Settlement Class Members who worked 12,082 weeks for Defendant as hourly-paid or non-exempt employees in California during the Class Period (“Workweeks”) and 119 PAGA Employees who worked 5,823.43 pay periods for Defendant as hourly-paid and/or non-exempt employees in California during the PAGA Period (“PAGA Pay Periods”).

13. The Parties have agreed to settle the Class and PAGA claims at issue in the Actions for a non-reversionary Gross Settlement Amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71); (3) Settlement Administration Costs in the amount of Eight Thousand Dollars and Zero Cents (\$8,000.00); (4) Enhancement Payments in the aggregate amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount in the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Hundred Sixty-Three

1 Thousand Seven Hundred Thirty-Two Dollars and Sixty-Two Cents (\$163,732.62).

2 14. The Settlement does not require Settlement Class Members to submit claims as a  
3 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement  
4 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*  
5 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).  
6 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the final Net  
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
8 Value,” and multiplying each Settlement Class Member’s individual Workweeks by the Final  
9 Workweek Value to yield each Settlement Class Member’s final Individual Settlement Share.  
10 Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of  
11 the PAGA Employee Amount, i.e., 25% of the PAGA Amount (\$8,750.00) by the PAGA Pay Periods  
12 of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplying each PAGA  
13 Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA  
14 Employee’s Individual PAGA Payment.

15 15. I am aware from my review of the information provided by the Settlement  
16 Administrator that the estimated average gross Individual Settlement Share is \$876.14, the estimated  
17 highest gross Individual Settlement Share is \$3,801.03, and the estimated lowest gross Individual  
18 Settlement Share is \$1.90, the estimated average Individual PAGA Payment is \$75.53, the estimated  
19 highest Individual PAGA Payment is \$195.12, and the estimated lowest Individual PAGA Payment is  
20 \$0.21.

21 16. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and  
22 eighty percent (80%) penalties, interest, and non-wage penalties. The portion allocated to wages will  
23 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage  
24 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The  
25 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect  
26 to the wages portion of the Individual Settlement Share, and issue checks to Settlement Class Members  
27 for their net payment of their Individual Settlement Share (“Individual Settlement Payment”). The  
28 employer’s share of taxes and contributions in connection with the wages portion of Individual

1 Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement  
2 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
3 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

4 17. Each Individual Settlement Payment and Individual PAGA Payment check will be  
5 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are  
6 mailed, and thereafter, shall be canceled. Any funds associated with such canceled checks will be  
7 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division  
8 in the name of the Settlement Class Member and/or PAGA Employee.

9 **Notice to the LWDA**

10 18. Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its  
11 online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not  
12 objected or otherwise responded to the submission.

13 **The Settlement Is Fair and Reasonable**

14 ***Discovery and Informed Arms-Length Negotiations***

15 19. The Parties' settlement negotiations were at all times made at arm's-length and were  
16 adversarial. The Settlement was reached after a full day of mediation and with the ongoing assistance  
17 of a highly respected mediator with substantial experience mediating wage and hour cases.

18 20. The Parties engaged in extensive informal discovery prior to reaching a settlement at  
19 the mediation. Prior to mediation, Defendant produced Plaintiffs' personnel, time, and payroll records;  
20 a statistically significant sample of time and payroll records for the putative class members; policy  
21 documents regarding Defendant's wage and hour practices (including, but not limited to, Defendant's  
22 Employee Handbook and Meal and Rest Break Policies); and information regarding the Class  
23 statistics. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths  
24 and weaknesses of the claims and the potential class and PAGA-wide damages.

25 21. Based on the information exchanged, the Parties extensively researched, evaluated, and  
26 briefed issues regarding class certification and liability and provided their analyses to the Mediator  
27 who helped the Parties debate the strengths and weakness of their respective positions. At all times,  
28 Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the

1 Parties had been unable to reach a favorable resolution. Additionally, settlement negotiations were  
2 conducted by highly capable and experienced counsel. Class Counsel are respected members of the  
3 California State Bar with strong records of vigorous and effective advocacy and are experienced in  
4 handling complex wage and hour class action litigation. Accordingly, Class Counsel had sufficient  
5 information and experience to act intelligently in negotiating the Settlement.

6 22. Although the investigation and information discovered supports Plaintiffs' contentions,  
7 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on  
8 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

9 23. Class Counsel were aware of Defendant's defenses and arguments and have also taken  
10 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays  
11 inherent in such litigation, including those involved in class and/or representative adjudication.  
12 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted  
13 in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary  
14 recovery. Plaintiffs have also considered the evaluations of the Mediator, who is experienced and  
15 well-regarded in complex labor and employment matters.

16 24. Defendant denied and continues to deny any liability and wrongdoing of any kind  
17 associated with the claims alleged in the Actions and further denies that class certification is  
18 appropriate for any purpose other than the Settlement. Defendant proffered defenses to both  
19 certification and to the merits of Plaintiffs' claims. Defendant contended that Plaintiffs' claims are  
20 not suitable for class certification because individual issues would predominate should this case go to  
21 trial, particularly given the wide range of job titles and responsibilities across the putative class. As  
22 with all class actions, these complex cases raise difficult management and proof issues and,  
23 accordingly, there is a significant risk that the Court may deny class certification.

24 25. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,  
25 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and  
26 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need  
27 to request and analyze thousands of pages of documents, obtain the Class Members' contact  
28 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of

1 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit  
2 against a current employer. On the other hand, Defendant would likely be able to obtain the  
3 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,  
4 possible appeals would substantially delay any recovery by the Class.

5 26. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.  
6 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of  
7 California, and is within the accepted range of recoveries for this type of litigation given the inherent  
8 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further  
9 litigation.

10 ***Attorneys' Fees and Costs***

11 27. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$116,666.67)  
12 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling  
13 Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71). The requested fees and  
14 costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation  
15 on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for  
16 the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is  
17 more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement,  
18 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ("Motion  
19 for Final Approval") filed concurrently herewith.

20 28. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter  
21 has translated into tangible monetary benefits for the Settlement Class Members, the State of  
22 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of  
23 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of  
24 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed  
25 result that compares favorably with other similar class action settlements of this type, given the  
26 strengths and weaknesses of the Actions; and (3) significant savings in Class Counsel's fees and/or  
27 costs that would have only increased significantly had the Actions progressed through trial and/or  
28 appeals.

1           29.     In the present case, Class Counsel has borne all of the risks and costs of litigation and  
2 will not receive any compensation until recovery is obtained. Class Counsel had to consider its  
3 workload during this litigation when considering taking on additional work that was available, and  
4 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class  
5 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a  
6 favorable result for the Class, the State of California, and the PAGA Employees. Considering the  
7 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling  
8 similar matters, Plaintiffs maintain that the requested attorneys' fees of one-third (1/3) of the Gross  
9 Settlement Amount (i.e., \$116,666.67) are reasonable and should be awarded.

10           30.     Blackstone was started in February 2018, representing plaintiffs in individual and  
11 representative employment litigation. The firm has grown exponentially over the past seven-plus  
12 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor  
13 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm  
14 focused on other complex general litigation matters. Blackstone has been counsel of record on several  
15 class and PAGA actions that have since been resolved, the most recent of which are attached hereto  
16 as **Exhibit 4**. The attorneys who worked on this case are all experienced in litigating wage and hour  
17 matters as follows:

18           a.     Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law  
19 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in  
20 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published  
21 several times in various small publications. Upon graduation, he was rehired by Freedman &  
22 Taitelman, LLP as an associate and remained employed there from September 2008 through August  
23 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,  
24 ranging from employment, corporate, entertainment, and general business litigation matters, though  
25 his primary area of expertise was employment, both single plaintiff and representative actions. On the  
26 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained  
27 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor  
28 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not

1 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all  
2 motions and pleadings, including dispositive and certification motions; strategized on all cases;  
3 attended all hearings; attended all mediations; coordinated with class action administrators; prepared  
4 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all  
5 other intricate facets of litigation. During that time, he represented a wide range of clients from sole  
6 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of  
7 the cases he managed were highly publicized, with articles written about them in the Los Angeles  
8 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has  
9 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,  
10 which is well within the prevailing rate for attorneys with his experience in this area of practice in  
11 Southern California.

12       b. I graduated cum laude from UCLA in 2005 with a Bachelor of Science degree in  
13 Cognitive Science and a Specialization in Computing. I received my law degree from Boston  
14 University School of Law and was admitted to the California State Bar in 2008. Upon graduation, I  
15 joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as a general  
16 litigation attorney focused primarily on high-stakes sophisticated cases including class action defense  
17 matters. Thereafter, I spent approximately five years working for Marlin & Saltzman, LLP, which is  
18 a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over to  
19 Blackstone Law as a Senior Trial Attorney and Team Lead. I have managed over one hundred  
20 complex litigation cases, ranging from employment matters to corporate and general business  
21 litigation matters. On many of those cases, I was the only or primary attorney managing the case and  
22 thus obtained extensive experience overseeing these types of actions. In that capacity, I was the  
23 primary contact for clients; took and defended many depositions; propounded and responded to  
24 discovery; prepared and opposed motions and pleadings, including dispositive and certification  
25 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action  
26 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in  
27 all other intricate facets of litigation. Super Lawyers honored me as a Southern California Rising Star  
28 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, I oversee and handle over 100

1 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on  
2 behalf of California employees. I have considerable experience in handling class and representative  
3 action lawsuits throughout my career and have been approved as counsel in a number of cases. My  
4 billable rate is \$985, which is well within the prevailing rate for attorneys with her experience in this  
5 area of practice in Southern California

6 c. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at  
7 Blackstone that litigated this matter. She was admitted to practice law in California that same year.  
8 Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs in civil rights  
9 litigation, including wage-and-hour disputes, as well as harassment, discrimination, and retaliation  
10 litigation. Her hourly rate of \$850 is reasonable based on her education and experience and is in line  
11 with the market rate

12 d. Noam Y. Reiffman joined Blackstone with extensive litigation experience and  
13 currently specializes in employment class action and representative claims. Prior to working at  
14 Blackstone, he represented clients across a wide range of fields including complex litigation and white-  
15 collar criminal defense in both state and federal courts. He spent time as a law clerk for the Honorable  
16 Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los Angeles  
17 county District Attorney's Office. He earned his Juris Doctorate from Southwestern Law School in  
18 2014, where he graduated summa cum laude and was a member of the Southwestern Law Review,  
19 Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers Southern  
20 California Rising Star since 2019. His hourly rate of \$750 is reasonable based on his education and  
21 experience and is in line with the market rate.

22 e. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone. She graduated from  
23 Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute resolution  
24 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin  
25 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While  
26 orking for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v. Home*  
27 *Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case No. 3:16-  
28 cv-01854-RS, and was approved as class counsel.

f. Alexandra Rose joined Blackstone from a highly reputable employment law firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She is additionally licensed in all federal district courts of California. She has worked on many wage and hour class action and PAGA representative matters, and her work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. She manages the post-settlement department at Blackstone. In that capacity, she oversees and handles over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

g. James S. Winn Jr. joined Blackstone after working at a respected employment and personal injury plaintiff-side law firm where he handled cases from intake to post settlement. He graduated from the University of California, Santa Barbara with a Bachelor of Arts degree in Political Science with a Minor in Professional Writing in 2018. He received his Juris Doctorate Degree in 2022 from University of the Pacific, McGeorge School of Law. He was admitted to the State Bar of California in May 2023. He has worked on many wage and hour class action and PAGA representative matters, and his work has included, *inter alia*, conducting legal research, drafting pleadings, stipulations, memorandums of understanding, and settlement agreements, negotiating settlement terms, engaging in motion practice, and making court appearances.

31. Class Counsel has spent approximately 197.10 total hours litigating this matter. To date, our total fees incurred amount to \$172,691. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant

community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

| <u><b>Attorney</b></u> | <u><b>Position</b></u> | <u><b>Hours</b></u> | <u><b>Rate</b></u> | <u><b>Total</b></u> |
|------------------------|------------------------|---------------------|--------------------|---------------------|
| Jonathan M. Genish     | Managing Partner       | 18.60               | \$1,295            | \$24,087            |
| Karen I. Gold          | Senior Counsel         | 67.40               | \$985              | \$66,389            |
| Sara Pezeshkpour       | Associate              | 9.30                | \$850              | \$7,905             |
| Noam Y. Reiffman       | Senior Associate       | 12.10               | \$750              | \$9,075             |
| Marissa A. Mayhood     | Senior Associate       | 51.20               | \$750              | \$38,400            |
| Alexandra Rose         | Senior Associate       | 28.30               | \$750              | \$21,225            |
| James S. Winn Jr.      | Associate              | 10.20               | \$550              | \$5,610             |

32. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$180,191.

33. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel seeks reimbursement of a total of Sixteen Thousand Six Hundred Dollars and Seventy-One Cents (\$16,600.71) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation

costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

34. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

***Enhancement Payments***

35. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the amounts of Five Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00). The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiffs Mayra Campos Molina and Yaneth Portillo De Cifuentes submitted herewith details their work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payments. The requested Enhancement Payments were also disclosed in the Class Notice provided to the Class Members.

***Settlement Administration Costs***

36. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is indeed Eight Thousand Dollars and Zero Cents (\$8,000.00).

***Allocation to the LDWA***

37. As part of the Settlement, Defendant has agreed to pay Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

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38. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, \*90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at \*3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at \*1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

#### ***Notice to the Class***

39. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

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 November 10, 2025, at Westlake Village, California.

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5 Karen I. Gold  
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# **EXHIBIT 1**

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**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,

Plaintiffs,

vs.

HARBOR HOTELS, LLC, a California  
Limited Liability Company,

Defendant.

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

Hon. Stuart M. Rice  
Department 1

**JOINT STIPULATION OF CLASS ACTION  
AND PAGA SETTLEMENT AND CLASS  
NOTICE**

Complaint Filed: May 11, 2023

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND CLASS  
NOTICE**

This Joint Stipulation of Class Action and PAGA Settlement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between plaintiff Mayra Campos Molina (“Plaintiff Molina”) and plaintiff Yaneth Portillo de Cifuentes (“Plaintiff Portillo”) (collectively, “Plaintiffs”), individually, on behalf of all others similarly situated, and on behalf of the State of California with respect to aggrieved employees; and Defendant Harbor Hotels, LLC (“Defendant”) (together, Plaintiffs and Defendant are referred to as the “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. 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. The Class Action alleges eight (8) causes of action for: (1) Unpaid Overtime; (2) Unpaid Minimum Wages; (3) Unpaid Meal Period Premiums; (4) Unpaid Rest Period Premiums; (5) Failure to Provide Accurate Wage Statements; (6) Final Wages Not Timely Paid; (7) Failure to Reimburse Necessary Business Expenses; and (8) Unfair and Unlawful Business Expenses in violation of California Business & Professions Code Section 17200, *et seq.*.

2. On May 11, 2023, Plaintiffs provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

3. 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*

1 *Campos Molina and Yaneth Portillo de Cifuentes, individually, and on behalf of Aggrieved Employees*  
2 *pursuant to the California Private Attorneys General Act v. Harbor Hotels, LLC, et al.,* in the Los  
3 Angeles County Superior Court, case number 23STCV16652 (the “PAGA Action”) based on the  
4 alleged California Labor Code violations described above, thereby commencing a representative  
5 PAGA action against Defendant.

6 4. On September 13, 2023, the Court ordered the Class Action and the PAGA Action to  
7 be related and set the Class Action as the lead case. The Court ordered a stay in all proceedings related  
8 to PAGA Action. The Class Action and the PAGA Action are collectively referred to herein as the  
9 “Actions.”

10 5. Defendant denies all liability and materials allegations set forth in the Actions and has  
11 asserted numerous affirmative defenses in the Actions. Notwithstanding, in the interest of avoiding  
12 the burden, expense, and risk of continued litigation, Defendant desires to fully and finally settle the  
13 Actions, the Released Class Claims (as defined herein), and the Released PAGA Claims (as defined  
14 herein).

15 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
16 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
17 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
18 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
19 merits of the claims and contentions of the Parties.

20 7. On June 27, 2024, the Parties participated in mediation with Brandon McKelvey (the  
21 “Mediator”), a respected mediator of complex wage and hour actions.

22 8. While no settlement was reached at the June 27, 2024 mediation, with the assistance of  
23 the mediator Brandon McKelvey, the Parties reached a settlement on September 6, 2024. The Parties’  
24 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
25 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
26 associated with continued litigation. Specifically, prior to mediation, Plaintiffs obtained, through  
27 informal discovery, Plaintiffs’ personnel, time, and payroll records, a sample of time and payroll  
28 records for the putative Class, policy documents regarding Defendant’s wage and hour practices, and

1 information regarding the Class statistics. Plaintiffs' investigation was sufficient to satisfy the criteria  
2 for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801  
3 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 ("*Dunk/Kullar*"). Based  
4 on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with  
5 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,  
6 reasonable, and adequate and is in the best interest of the Class Members, State of California, and  
7 PAGA Employees in light of all known facts and circumstances, including the risk of significant delay  
8 and uncertainty associated with litigation and various defenses asserted by Defendant.

9         9. While settlement negotiations were still ongoing and pursuant to the agreement in the  
10 Joint Initial Status Conference Statement in advance of the August 1, 2024 Initial Status Conference,  
11 Defendant filed its Answer to Plaintiffs' Class Action Complaint on August 16, 2024.

12         10. The Court has not certified any putative class.

13         11. The Parties expressly acknowledge that this Settlement Agreement is entered into  
14 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
15 admission of liability or wrongdoing by Defendant. The Parties enter into this Settlement Agreement  
16 to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
17 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
18 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
19 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
20 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
21 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
22 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
23 construed as an admission or concession by Defendant of any such violations or failures to comply  
24 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
25 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as  
26 evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
27 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
28 federal, state, local or other applicable law. If for any reason this Settlement Agreement is not

approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

### **DEFINITIONS**

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 15.

b. “Class” or “Class Member(s)” 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.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam Reiffman, and Marissa A. Mayhood of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods.

e. “Class Notice” means the Notice of Class Action & PAGA Settlement, to be mailed to Class Members in English and Spanish in the form, without material variation, attached hereto as “**Exhibit A.**”

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

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of

1 Los Angeles.

2 i. “Defense Counsel” means Shirley Wang and Ren Kuan of Saber Law Group.

3 j. “Effective Date” means the date when all of the following events have occurred:

4 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
5 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
6 Settlement Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or  
7 more Settlement Class Members objects to the Settlement, the day after the deadline for filing a notice  
8 of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the  
9 appellate court affirms the Judgment and issues a remittitur.

10 k. “Employer Taxes” means the employer’s share of taxes and contributions in  
11 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
12 in addition to the Gross Settlement Amount.

13 l. “Enhancement Payments” means the amount to be paid to Plaintiffs, in  
14 recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA  
15 Employees, and general release of claims, as set forth in Paragraph 16.

16 m. “Final Approval” means the determination by the Court that the Settlement is  
17 fair, reasonable, and adequate, and the date of the Court’s entry of the Final Approval Order and  
18 Judgment based thereon.

19 n. “Final Approval Hearing” means the hearing at which the Court will consider  
20 and determine whether the Settlement should be granted Final Approval.

21 o. “Final Approval Order and Judgment” means the order granting final approval  
22 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
23 Parties, and subject to approval by the Court.

24 p. “Gross Settlement Amount” or “GSA” means the amount of Three Hundred  
25 and Fifty Thousand Dollars and Zero Cents (\$350,000.00) to be paid by Defendant in full satisfaction  
26 of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’  
27 Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net  
28 Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer

1 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is  
2 non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
3 Settlement Amount is subject to increase, as provided in Paragraph 19.

4 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
6 calculated in accordance with Paragraph 21.

7 r. “Individual Settlement Payment” means the net payment of each Settlement  
8 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
9 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
10 Paragraph 20.

11 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
13 in accordance with Paragraph 20.

14 t. “LWDA Payment” means the amount of Twenty-Six Thousand, Two Hundred  
15 and Fifty Dollars (\$26,250), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the  
16 LWDA under the PAGA Settlement, as set forth in Paragraph 17.

17 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount  
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
19 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and  
20 Settlement Administration Costs.

21 v. “Notice of Objection” means a Settlement Class Member’s written objection to  
22 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)  
23 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of  
24 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection  
25 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other  
26 documents upon which the objection is based; and (e) be returned by mail to the Settlement  
27 Administrator at the specified address, postmarked on or before the Response Deadline.

28 w. “PAGA Amount” means the allocation of Thirty-Five Thousand Dollars

1 (\$35,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)  
2 of the PAGA Amount, or \$26,250, will be paid to the LWDA (i.e., the LWDA Payment) and the  
3 remaining twenty-five percent (25%), or \$8,750, will be distributed to the PAGA Employees (i.e., the  
4 PAGA Employee Amount).

5 x. “PAGA Employee(s)” means all current and former hourly-paid and/or non-  
6 exempt employees who worked for Defendant in the State of California at any time during the PAGA  
7 Period.

8 y. “PAGA Employee Amount” means the amount of Eight Thousand, Seven  
9 Hundred and Fifty Dollars (\$8,750), i.e., 25% of the PAGA Amount, to be distributed to PAGA  
10 Employees on a *pro rata* basis based on their PAGA Pay Periods.

11 z. “PAGA Period” means the period starting on May 11, 2022 through November  
12 5, 2024.

13 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
14 Claims.

15 bb. “PAGA Pay Period” means the number of pay period(s) each PAGA Employee  
16 worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA  
17 Period. PAGA Pay Periods will be calculated by the Settlement Administrator based on the data  
18 provided by Defendant.

19 cc. “Preliminary Approval” means the date on which the Court enters the  
20 Preliminary Approval Order.

21 dd. “Preliminary Approval Order” means the order granting preliminary approval  
22 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
23 the Court.

24 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,  
25 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were  
26 alleged or which could have been alleged based on the factual allegations in the Class Action, arising  
27 during the Class Period, under any federal, state, or local law, and shall specifically include claims for  
28 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, pertaining to the Class Members.

ff. "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.

gg. "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.

hh. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which 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 the Class Member's Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweek and/or PAGA Pay Period Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice

1 by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal  
2 holiday, in which case the Response Deadline will be extended to the next day on which the United  
3 States Postal service is open. The Response Deadline may also be extended by express agreement  
4 between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the  
5 Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class  
6 Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be  
7 extended fifteen (15) calendar days from the original Response Deadline.

8           jj. "Settlement Administrator" or "Administrator" means APEX Class Action,  
9 LLC, or any other third-party class action settlement administrator agreed to by the Parties and  
10 approved by the Court for purposes of administering the Settlement. The Parties and their counsel  
11 each represent that they do not have any financial interest in the Settlement Administrator or otherwise  
12 have a relationship with the Settlement Administrator that could create a conflict of interest.

13           kk. "Settlement Administration Costs" means the costs payable from the Gross  
14 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
15 Paragraph 18.

16           ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
17 who do not submit a timely and valid Request for Exclusion.

18           mm. "Workweeks" means the number of weeks each Class Member worked for  
19 Defendant as an hourly-paid or non-exempt employee in California during the Class Period.  
20 Workweeks will be calculated by the Settlement Administrator based on the data provided by  
21 Defendant. Based on a review of the records, which were produced by Defendant on March 28, 2024  
22 and projected to the day of mediation on June 27, 2024, Defendant estimated there were 169 Class  
23 Members who collectively worked approximately 11,000 Workweeks and estimated there were 112  
24 PAGA Employees who collectively worked approximately 3,527 PAGA Pay Periods.

25           nn. "Workweek and/or PAGA Pay Period Dispute" means a letter submitted by a  
26 Class Member disputing the number of Workweeks and/or PAGA Pay Periods to which they have  
27 been credited, which must: (a) contain the case name and number of the Action; (b) contain the Class  
28 Member's full name, signature, address, telephone number, and the last four (4) digits of the Class

1 Member's Social Security number; (c) clearly state that the Class Member disputes the number of  
2 Workweeks and/or PAGA Pay Periods credited to the Class Member and what the Class Member  
3 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the  
4 specified address, postmarked on or before the Response Deadline.

#### 5 **CLASS CERTIFICATION**

6 13. The Parties agree that class certification and representative treatment is for purposes of  
7 this Settlement only.

8 14. The Parties agree that certification for the purpose of settlement is not an admission  
9 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
10 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
11 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not  
12 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
13 non-settlement context.

#### 14 **TERMS OF THE AGREEMENT**

15 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
16 forth herein, the Parties agree, subject to the Court's approval, as follows:

17 15. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
18 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross  
19 Settlement Amount (i.e., \$116,666.67 if the Gross Settlement Amount is \$350,000.00) and  
20 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
21 of the Actions of not more than \$20,000.00, both of which will be paid from the Gross Settlement  
22 Amount. These amounts will cover any and all work performed and any and all costs incurred by  
23 Class Counsel in connection with the litigation of the Actions, including without limitation all work  
24 performed and costs incurred to date, and all work to be performed and all costs to be incurred in  
25 connection with obtaining the Court's approval of this Settlement Agreement, including any objections  
26 raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally  
27 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes  
28 on the amounts received. Plaintiffs and/or Class Counsel will file a motion for Attorneys' Fees and

Costs no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of the Attorneys' Fees and Costs. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Enhancement Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for an Enhancement Payment to each Plaintiff in the amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) per Plaintiff. The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members and Individual PAGA Payments as PAGA Employees. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Enhancement Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Plaintiffs' Enhancement Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Settlement Class Members. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that are not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Thirty Five Thousand Dollars (\$35,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$26,250, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$8,750, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., Individual PAGA

1 Payments).

2 18. Settlement Administration Costs. The Settlement Administrator will be paid for the  
3 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
4 which is currently not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00), except for a  
5 showing of good cause and as approved by the Court. These costs, which will be paid from the Gross  
6 Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to  
7 Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement,  
8 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms  
9 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and  
10 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as  
11 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the  
12 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement  
13 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded  
14 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement  
15 Administrator to undertake the required settlement administration duties shall be reallocated to the Net  
16 Settlement Amount for the benefit of the Settlement Class Members.

17 19. Escalator Clause. Defendant has represented that approximately 169 Class Members  
18 worked a total of approximately 11,000 Workweeks from March 11, 2019 through June 27, 2024. If  
19 it is determined by the Settlement Administrator that the total number of Workweeks worked by the  
20 Class Members during the Class Period actually exceeds 11,000 by more than 10% (i.e., the total  
21 Workweek count during the Class Period is more than 12,100 Workweeks), then Defendant, at its sole  
22 discretion, has the option of either (i) increasing the GSA on a pro-rata basis equal to the percentage  
23 increase in the number of workweeks worked by the Class Members above 10% (for example, if the  
24 number of workweeks increases by 11%, the GSA will increase by 1%); or (ii) shorten the release  
25 period to an earlier date by which 11,000 workweeks plus an additional 1,100 workweeks are covered  
26 by the Class Period.

27 20. Individual Settlement Share Calculations. Individual Settlement Shares will be  
28 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of

1 Workweeks, as follows:

2 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
3 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek  
4 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value  
5 to yield each Class Member’s estimated Individual Settlement Share that each Class Member may be  
6 entitled to receive under the Class Settlement.

7 b. Administrator’s Declaration. Not later than fourteen (14) calendar days before  
8 the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the  
9 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for  
10 filing in Court attesting to its due diligence and compliance with all of its obligations under this  
11 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
12 undelivered, the re-mailing of any Class Notices, attempts to locate Class Members, the total number  
13 of Requests for Exclusion from Settlement received (both valid or invalid, timely or untimely), the  
14 number of written objections (both timely and untimely), and attach copies of any Requests for  
15 Exclusion and written objections received. The Administrator will supplement its declaration as  
16 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the  
17 Administrator’s declaration(s) in Court.

18 c. Final Report by Settlement Administrator. Within ten (10) calendar days after  
19 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide  
20 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee  
21 identification number only of all payments made under this Agreement. At least ten (10) calendar  
22 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel  
23 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of  
24 all payments required under this Agreement. Class Counsel is responsible for filing the  
25 Administrator’s declaration in Court.

26 d. After Final Approval, the Settlement Administrator will divide the final Net  
27 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek  
28 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek

Value to each Settlement Class Member's final Individual Settlement Share.

21. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Pay Periods, as follows: The Settlement Administrator will divide 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 multiply each PAGA Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

22. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

23. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099 etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

24. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defense Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class

Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

25. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR

1 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
2 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

3 26. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
4 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
5 are issued to the payee. It is expressly understood and agreed that payments made under this  
6 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee  
7 to additional compensation or benefits under any new or additional compensation or benefits, or any  
8 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
9 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased  
10 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
11 any contrary language or agreement in any benefit or compensation plan document that might have  
12 been in effect during the Class Period).

13 27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
14 Upon execution of this Settlement Agreement, Plaintiffs will obtain a hearing date from the Court for  
15 Plaintiffs' motion for preliminary approval of the Settlement, which Plaintiffs and Class Counsel will  
16 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said  
17 motion. Class Counsel will provide Defense Counsel a draft of the preliminary approval motion before  
18 filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the  
19 Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiffs will apply  
20 for the entry of the Preliminary Approval Order seeking the following:

- 21 a. Conditionally certifying the Class for settlement purposes only;
- 22 b. Granting Preliminary Approval of the Settlement;
- 23 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 24 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 25 e. Approving as to form and content, the mutually-agreed upon and proposed  
26 Class Notice and directing its mailing by First Class U.S. Mail;
- 27 f. Approving the manner and method for Class Members to request exclusion  
28 from or object to the Class Settlement as contained herein and within the Class Notice;

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

28. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

29. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

30. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

c. If the Administrator, Defendant, Defense Counsel, Plaintiffs, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

1 Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in  
2 person or by telephone, and in good faith, in an effort to agree on whether to include them as Class  
3 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other  
4 Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
5 requiring them to exercise options under this Agreement not later than fourteen (14) calendar days  
6 after receipt of Class Notice, or the deadline date provided in the Class Notice, whichever is later.

7 d. Compliance with the procedures described herein above shall constitute due and  
8 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
9 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
10 provide notice of the Settlement.

11 31. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members will have  
12 an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods to which they have  
13 been credited, as reflected in their respective Class Notices, by submitting a timely and valid  
14 Workweek and/or PAGA Pay Period Dispute to the Settlement Administrator, by mail, postmarked  
15 on or before the Response Deadline. The date of the postmark on the return mailing envelope will be  
16 the exclusive means to determine whether a Workweek and/or PAGA Pay Period Dispute has been  
17 timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they  
18 pertain to the number of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class  
19 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
20 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
21 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
22 Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay  
23 Periods that the disputing Class Member should be credited with under the Settlement. The Settlement  
24 Administrator's decision on such disputes will be final and non-appealable.

25 32. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
26 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
27 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
28 postmark on the return mailing envelope will be the exclusive means to determine whether a Request

1 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
2 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
3 submitted, and also identify the individuals who have submitted a timely and valid Request for  
4 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
5 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
6 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
7 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
8 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
9 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
10 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
11 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
12 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
13 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
14 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
15 submit a Request for Exclusion.

16 33. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
17 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
18 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
19 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
20 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
21 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
22 and complete and which were not), and also attach them to a declaration that is to be filed with the  
23 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
24 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
25 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
26 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
27 whether they have submitted a Notice of Objection.

28 a. Reports by the Settlement Administrator. The Settlement Administrator shall

1 provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable  
2 and re-mailed Class Notices; (ii) the number of Class Members who have submitted  
3 Workweek and/or PAGA Pay Period Dispute; (iii) the number of Class Members who have  
4 submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who  
5 have submitted Notices of Objection. Additionally, the Settlement Administrator will provide  
6 to counsel for the Parties any updated reports regarding the administration of the Settlement  
7 Agreement as needed or requested, and immediately notify the Parties when it receives a  
8 request from an individual or any other entity regarding inclusion in the Class and/or  
9 Settlement or regarding a Workweek and/or PAGA Pay Period Dispute.

10 34. Certification of Completion. Upon completion of administration of the Settlement, the  
11 Settlement Administrator will provide a written declaration under oath to certify such completion to  
12 the Court and counsel for all Parties.

13 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
14 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
15 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
16 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
17 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final  
18 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
19 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
20 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion  
21 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final  
22 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 23 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
24 consummation of its terms and provisions;
- 25 b. Certification of the Settlement Class;
- 26 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 27 d. Approval of the application for Enhancement Payments to Plaintiffs;
- 28 e. Directing Defendant to fund all amounts due under the Settlement Agreement

1 and ordered by the Court; and

2 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
3 conformity with California Rules of Court 3.769 and the Settlement Agreement.

4 36. Funding of the Gross Settlement Amount. No later than forty-five (45) calendar days  
5 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified  
6 Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be  
7 established by the Settlement Administrator. Defendant shall provide all information necessary for  
8 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit  
9 state unemployment insurance tax ID number, and other information requested by the Settlement  
10 Administrator, no later than five (5) business days after the Effective Date.

11 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
12 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
13 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
14 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to  
15 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also  
16 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
timely forward these to the appropriate government authorities.

17 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
18 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
19 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
20 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
21 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
22 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
23 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
24 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
25 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
26 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
27 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
28 of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA

Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

39. Class Settlement Release. 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.

40. PAGA Settlement Release. 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.

41. Plaintiffs’ General Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time of execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from their employment and/or separation of employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities

1 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California  
2 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties  
3 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;  
4 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,  
5 retaliation, or interference with legal rights; any and all other employment or discrimination laws;  
6 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or  
7 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed  
8 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does  
9 not include a release of any claims that cannot be released hereunder by law. Plaintiffs understand  
10 and expressly agrees that this Settlement Agreement extends to claims that they have against  
11 Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or  
12 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in  
13 whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted  
14 under any state or federal law or regulation limiting the effect of this Settlement Agreement, including  
15 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.  
16 Section 1542 of the California Civil Code reads as follows:

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

22 42. Final Approval Order and Judgment. The Parties shall provide the Settlement  
23 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
24 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
25 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
26 Class will be required.

27 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
28 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and

1 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
2 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
3 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
4 Settlement Agreement.

5 44. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms  
6 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
7 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective  
8 counsel, and all Participating Class Members who did not object to the Settlement as provided in this  
9 Agreement, waive all rights to appeal from the Final Judgment, including all rights to post-Judgment  
10 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
11 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to  
12 oppose such motions, writs, or appeals. If an objector appeals the Final Judgment, the Parties'  
13 obligations to perform under this Agreement will be suspended until such time as the appeal is finally  
14 resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net  
15 Settlement Amount.

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

26 46. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
27 Settlement Agreement shall have the following effects:

28 a. The Settlement Agreement shall be void and shall have no force or effect, and

1 no Party shall be bound by any of its terms;

2 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
3 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
4 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
5 Administrator is notified that the Settlement has been terminated;

6 c. The Preliminary Approval Order, Final Approval Order and Judgment,  
7 including any order certifying the Class, shall be vacated;

8 d. The Settlement Agreement and all negotiations, statements, and proceedings  
9 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
10 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

11 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
12 statements, or filings in furtherance of the Settlement (including all matters associated with the  
13 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
14 purpose whatsoever; and

15 f. Any documents generated to bring the Settlement into effect, will be null and  
16 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
17 likewise be treated as void from the beginning.

18 47. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
19 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
20 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
21 of action or right herein released and discharged.

22 48. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
23 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
24 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

25 49. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
26 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
27 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
28 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties

1 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
2 which provide that a written agreement is to be construed according to its terms and may not be varied  
3 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
4 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

5 50. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
6 the Actions (including with respect to California Code of Civil Procedure § 583.310), except such  
7 proceedings necessary to implement and complete this Settlement Agreement, pending the Final  
8 Approval Hearing to be conducted by the Court.

9 51. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
10 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
11 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
12 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
13 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
14 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
15 constitute a waiver of any other provision.

16 52. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
17 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
19 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
20 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
21 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
22 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
23 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
24 confidentiality provisions that otherwise might apply under state or federal law.

25 53. Signatories. It is agreed that because the members of the Class are so numerous, it is  
26 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
27 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
28 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
the same force and effect as if this Settlement Agreement were executed by each Settlement Class

1 Member and PAGA Employee.

2 54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 55. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
5 hereto will be governed by and interpreted according to the laws of the State of California.

6 56. Execution and Counterparts. This Settlement Agreement is subject only to the  
7 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
8 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
9 copies of the signature page, will be deemed to be one and the same instrument.

10 57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
12 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
13 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
14 represented by competent counsel and that they have had an opportunity to consult with their counsel  
15 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
16 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
17 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
18 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

19 58. Invalidity of Any Provision. Before declaring any provision of this Settlement  
20 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
21 possible consistent with applicable precedents so as to define all provisions of this Settlement  
22 Agreement valid and enforceable.

23 59. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by  
24 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
25 to implement the Settlement.

26 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
27 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
28 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and

specifically denies, 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. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

61. Confidentiality Prior to Preliminary Approval: Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel separately agree that, until the motion for preliminary approval of the Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of this Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, union representatives, accountants, or spouses, on a need to know basis with all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion for preliminary approval of the Settlement, with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Furthermore, Plaintiff

1 and Class Counsel will undertake any and all disclosures required to be made to the LWDA in  
2 conformity with PAGA.

3         62.     Confidentiality and Non-Disparagement. Plaintiffs and Class Counsel agree and covenant not  
4 to disclose the existence of or amount paid under this Agreement to any individual or entity; provided, however,  
5 that Plaintiffs will not be prohibited from making disclosures to Plaintiffs' spouse, domestic partner, Class  
6 Counsel, financial, tax, and business advisors, and such other persons as may be reasonably necessary for  
7 management of Plaintiffs' affairs or as required by law and, even to such person, only if the person is informed  
8 of and agrees to honor this confidentiality agreement. Class Counsel further agree that information learned or  
9 obtained in the course of their representation of Plaintiffs shall not be used to encourage, counsel or assist  
10 (directly or indirectly) any current or former employee or third party in the preparation or prosecution of any  
11 civil dispute, grievance, claim, charge or complaint against any of the Released Parties. This Paragraph will  
12 not prohibit disclosure of the terms, amount or existence of this Agreement to the extent necessary to enforce  
13 this Agreement, or to the extent otherwise legally required. This confidentiality requirement does not apply to  
14 communications with any state or federal administrative agency, including the SEC. Plaintiffs and Class  
15 Counsel acknowledge and agree that the confidentiality provisions contained herein are material terms of this  
16 Agreement on which Defendant has relied in entering into it and without which the Defendant would not have  
17 entered into this Agreement or performed its obligations hereunder. Plaintiffs and Class Counsel agree that a  
18 violation of this provision by Plaintiffs or by Class Counsel shall be a material breach of this Agreement and  
19 shall afford Defendant the right to pursue any and all legal remedies upon proof that Plaintiffs or Class Counsel  
20 breached the confidentiality provisions of this Paragraph. The Parties agree and covenant that they shall not  
21 make, publish, or communicate to any person or entity or in any public forum any maliciously false or  
22 defamatory remarks, comments, or statements concerning each other for three (3) years after the date of this  
23 Agreement.

24         63.     No Promotion. Plaintiffs and Class Counsel agree that they will not promote, market,  
25 advertise, or discuss publicly, including on any website or through social media, issuing any press  
26 releases, initiating any contact with the press, responding to any press inquiry, or having any  
27 communication with the press about the Action, including the facts and claims alleged therein, and/or  
28 the fact, amount, or terms of the Settlement. Nothing in this Paragraph shall be construed to restrict

1 Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's  
2 ethical obligations owed to Class Members. Nothing in this Paragraph will restrict Class Counsel from  
3 including publicly available information regarding this Settlement in future judicial submissions  
4 regarding Class Counsel's qualifications and experience.

5 64. Captions. The captions and paragraph numbers in this Settlement Agreement are  
6 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
7 intent of the provisions of this Settlement Agreement.

8 65. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
9 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
10 construed more strictly against one Party than another merely by virtue of the fact that it may have  
11 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
12 negotiations between the Parties, all Parties have contributed equally to the preparation of this  
13 Settlement Agreement.

14 66. Representation By Counsel. The Parties acknowledge that they have been represented  
15 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
16 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
17 reviewed in full.

18 67. All Terms Subject to Final Court Approval. All amounts and procedures described in  
19 this Settlement Agreement herein will be subject to final Court approval.

20 68. Notices. All notices, demands, and other communications to be provided concerning  
21 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third (3<sup>rd</sup>)  
22 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed  
23 as follows:

24 To Plaintiffs and Class Counsel:  
25 Jonathan M. Genish  
jgenish@blackstonepc.com  
26 Karen I. Gold  
kgold@blackstonepc.com  
27 Sara Pezeshkpour  
spezeshkpour@blackstonepc.com  
28 Noam Y. Reiffman  
nreiffman@blackstonepc.com

1 Marissa A. Mayhood  
2 mmayhood@blackstonepc.com  
3 **BLACKSTONE LAW, APC**  
4 8383 Wilshire Boulevard, Suite 745  
5 Beverly Hills, California 90211  
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:  
8 Shirley Wang  
9 swang@saberlaw.com  
10 Ren Kuan  
11 rkuan@saberlaw.com  
12 **SABER LAW GROUP**  
13 101 Howard Street, Suite 400  
14 San Francisco, California 94105  
15 Telephone: (415) 278-1400 / Fax: (415) 278-1401

16 69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
17 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
18 including and not limited to, executing all documents to the extent reasonably necessary to effectuate  
19 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or  
20 content of any document needed to implement the Settlement Agreement, or on any supplemental  
21 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
22 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

23 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
24 Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

25 **IT IS SO AGREED.**

26 **PLAINTIFF MAYRA CAMPOS MOLINA**

27 Dated: \_\_\_\_\_

28 \_\_\_\_\_  
Mayra Campos Molina

1           **EN TESTIMONIO DE LO CUAL**, las Partes del presente, consciente y voluntariamente,  
2 ejecutaron esta Estipulación Conjunta de Acción Colectiva y Acuerdo PAGA entre los Demandantes  
3 y el Demandado:

4           **ASI QUEDA CONVENIDO.**

**PLAINTIFF MAYRA CAMPOS MOLINA**

7 Dated: 04/08/2025

6   
8 \_\_\_\_\_  
Mayra Campos Molina

11           **PLAINTIFF YANETH PORTILLO DE**  
12 **CIFUENTES**

14 Dated: \_\_\_\_\_

15 \_\_\_\_\_  
Yaneth Portillo de Cifuentes

17           **DEFENDANT HARBOR HOTELS, LLC**

20 Dated: \_\_\_\_\_

21 \_\_\_\_\_  
David Lee, Principal  
22 On Behalf of Defendant Harbor Hotels, LLC

25           **APROBADO SOLO EN CUANTO**  
26 **A FORMA:**

**BLACKSTONE LAW, APC**

27 Dated: \_\_\_\_\_

28 \_\_\_\_\_  
Karen I. Gold  
Sara Pezeshkpour

1           **EN TESTIMONIO DE LO CUAL**, las Partes del presente, consciente y voluntariamente,  
2 ejecutaron esta Estipulación Conjunta de Acción Colectiva y Acuerdo PAGA entre los Demandantes  
3 y el Demandado:

4           **ASI QUEDA CONVENIDO.**

**PLAINTIFF MAYRA CAMPOS MOLINA**

7 Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayra Campos Molina

11           **PLAINTIFF YANETH PORTILLO DE**  
12           **CIFUENTES**

14 Dated: 04/08/2025

\_\_\_\_\_  
  
Yaneth Portillo de Cifuentes

17           **DEFENDANT HARBOR HOTELS, LLC**

20 Dated: \_\_\_\_\_

\_\_\_\_\_  
David Lee, Principal  
On Behalf of Defendant Harbor Hotels, LLC

25           **APROBADO SOLO EN CUANTO**  
26           **A FORMA:**

**BLACKSTONE LAW, APC**

27 Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen I. Gold  
Sara Pezeshkpour

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**PLAINTIFF YANETH PORTILLO DE CIFUENTES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Yaneth Portillo de Cifuentes

**DEFENDANT HARBOR HOTELS, LLC**

Dated: 4/10/25

David Lee  
David Lee, Principal  
On Behalf of Defendant Harbor Hotels, LLC

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Karen I. Gold  
Sara Pezeshkpour  
Noam Reiffman  
Marissa A. Mayhood  
*Attorneys for Plaintiffs Mayra Campos Molina  
and Yaneth Portillo de Cifuentes*

**SABER LAW GROUP**

04/10/25  
Dated: \_\_\_\_\_

Shirley C. Wang  
Shirley C. Wang (Apr 10, 2025 14:22 PDT)  
\_\_\_\_\_  
Shirely C. Wang  
Ren M. Kuan  
*Attorneys for Defendant Harbor Hotels, LLC*

**PLAINTIFF YANETH PORTILLO DE CIFUENTES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Yaneth Portillo de Cifuentes

**DEFENDANT HARBOR HOTELS, LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
David Lee, Principal  
On Behalf of Defendant Harbor Hotels, LLC

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: 4/8/2025

  
\_\_\_\_\_  
Karen I. Gold  
Sara Pezeshkpour  
Noam Reiffman  
Marissa A. Mayhood  
*Attorneys for Plaintiffs Mayra Campos Molina  
and Yaneth Portillo de Cifuentes*

**SABER LAW GROUP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shirely C. Wang  
Ren M. Kuan  
*Attorneys for Defendant Harbor Hotels, LLC*

# **EXHIBIT A**

## **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](mailto:jgenish@blackstonepc.com)  
Karen I. Gold  
[kgold@blackstonepc.com](mailto:kgold@blackstonepc.com)  
Sara Pezeshkpour  
[spezeshkpour@blackstonepc.com](mailto:spezeshkpour@blackstonepc.com)  
Noam Y. Reiffman  
[nreiffman@blackstonepc.com](mailto:nreiffman@blackstonepc.com)  
Marissa A. Mayhood  
[mmayhood@blackstonepc.com](mailto: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, 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](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.**

# **EXHIBIT 2**

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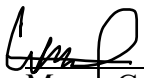
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**PLAINTIFF MAYRA CAMPOS MOLINA**

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*

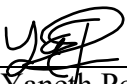
1 **PLAINTIFF MAYRA CAMPOS MOLINA**

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Mayra Campos Molina

5 **PLAINTIFF YANETH PORTILLO DE**  
6 **CIFUENTES**

7  
8 Dated: 05/29/2025

  
\_\_\_\_\_  
Yaneth Portillo De Cifuentes

10 **DEFENDANT HARBOR HOTELS, LLC**

11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
On behalf of Harbor Hotels, LLC

15 **APPROVED AS TO FORM ONLY:**

16 **BLACKSTONE LAW, APC**

17  
18 Dated: May 29, 2025

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

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

23 **SABER LAW GROUP**

24 Dated: \_\_\_\_\_

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

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**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](mailto:jgenish@blackstonepc.com)  
Karen I. Gold  
[kgold@blackstonepc.com](mailto:kgold@blackstonepc.com)  
Sara Pezeshkpour  
[spezeshkpour@blackstonepc.com](mailto:spezeshkpour@blackstonepc.com)  
Noam Y. Reiffman  
[nreiffman@blackstonepc.com](mailto:nreiffman@blackstonepc.com)  
Marissa A. Mayhood  
[mmayhood@blackstonepc.com](mailto: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](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.**

# **EXHIBIT 3**

**FILED**

Superior Court of California  
County of Los Angeles

06/02/2025

David W. Styrba, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

Karen I. Gold (SBN 258360)  
kgold@blackstonepc.com  
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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*

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

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

1 **AMENDED ~~PROPOSED~~ ORDER**

2 On **May 30, 2025** in Department 1 of the above-captioned Court located at 312 North Spring  
3 Street, Los Angeles, CA 90012, Plaintiffs' Mayra Campos Molina and Yaneth Portillo de Cifuentes  
4 ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement came on for  
5 hearing before the Honorable Stuart M. Rice. Blackstone Law, APC appeared on behalf of Plaintiffs  
6 and Saber Law Group appeared on behalf of defendant Harbor Hotels, LLC ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
12 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of  
13 Karen I. Gold in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA  
14 Settlement and the First Amendment to Joint Stipulation of Class Action and PAGA Settlement  
15 attached as Exhibit 4 to the Supplemental Declaration of Karen I. Gold in Support of Plaintiffs'  
16 Motion ("Amendment to Settlement Agreement") for Preliminary Approval of Class Action and  
17 PAGA Settlement. Upon review, this Court has determined that the Settlement falls within the  
18 range of fair, adequate, and reasonable resolutions of these matters.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement &  
20 Amendment to Settlement Agreement, and all capitalized terms defined therein shall have the same  
21 meaning in this Order as set forth in the Settlement Agreement & Amendment to Settlement  
22 Agreement.

23 3. The Settlement appears to be fair, adequate, and reasonable. The Court finds that  
24 extensive investigation and research have been conducted such that counsel for the parties were  
25 able to reasonably evaluate their respective positions, and that the Settlement will avoid substantial  
26 additional costs and the delay and risks of further prosecution of the case. The Court further finds  
27 that the Settlement was reached as the result of intensive, serious, and non-collusive, arms-length  
28 negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class

Counsel's Attorneys' Fees and Class Counsel's Litigation Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the Settlement Agreement & Amendment to Settlement Agreement, appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the risks of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(l).

|                                        |                                            |
|----------------------------------------|--------------------------------------------|
| <b>Gross Settlement Amount</b>         | \$350,000                                  |
| Settlement Administration Costs        | \$8,000                                    |
| Enhancement Payment                    | \$10,000 total (\$5,000 to each Plaintiff) |
| Class Counsel's Attorneys' Fees        | \$116,666.67                               |
| Class Counsel's Litigation Costs       | \$20,000                                   |
| PAGA Amount                            | \$35,000                                   |
| <b>Estimated Net Settlement Amount</b> | \$160,333.33                               |

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

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as

1 follows:

2 All current and former hourly-paid and/or non-exempt employees who worked for  
3 Defendant in the State of California at any time during the Class Period.

4 (The Class Period is defined as the period from May 11, 2019 to November 5,  
5 2024<sup>1</sup>)

6 7. The Court provisionally appoints Jonathan M. Genish, Karen I. Gold, Sara  
7 Pezeshkpour, Noam Y. Reiffman, and Marissa A. Mayhood of Blackstone Law, APC as counsel  
8 for the Class (“Class Counsel”).

9 8. The Court provisionally appoints Plaintiffs Mayra Campos Molina and Yaneth Portillo  
10 de Cifuentes as the representative of the Class (“Class Representatives”).

11 9. The Court provisionally appoints APEX Class Action, LLC to handle the  
12 administration of the Settlement (“Settlement Administrator”).

13 10. Within fourteen (14) calendar days after entry of the order granting preliminary  
14 approval of the Settlement, Defendant will provide the Settlement Administrator with the Class  
15 List, including each Class Member’s (1) full name; (2) last known mailing address; (3) Social  
16 Security number; (4) dates worked for Defendant during the Class Period; and (5) such other  
17 information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA  
18 Pay Periods (collectively referred to as the “Class List”).

19 11. The Court approves, both as to form and content, the Notice of Class Action and PAGA  
20 Settlement (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to  
21 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class  
22 Notice appears to fully and accurately inform the Class Members of all material elements of the  
23 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a  
24 Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to each of them  
25 by submitting a Workweeks dispute, and of each Class Member’s right and opportunity to object  
26 to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The

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27 <sup>1</sup> The Parties represented that the Escalator Provision in Paragraph 19 of the Settlement Agreement was not  
28 triggered.

1 Court further finds that the Class Notice will be addressed to the name of each Class Member. The  
2 Court further finds that distribution of the Class Notice substantially in the manner and form set  
3 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement  
4 Agreement and this Order, meet the requirements of due process and shall constitute due and  
5 sufficient notice to all persons entitled thereto. The Court further orders the Settlement  
6 Administrator to mail the Class Notice by First-Class U.S. Mail in English and Spanish to all Class  
7 Members no later than seven (7) calendar days of receipt of the Class List, pursuant to the terms set  
8 forth in the Settlement Agreement.

9 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
10 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
11 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in  
12 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,  
13 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the  
14 Class Notice by the Settlement Administrator to Class Members (“Response Deadline”). In the  
15 event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class  
16 Member shall be extended fifteen (15) calendar days from the original Response Deadline. Any  
17 such person who timely and validly chooses to opt out of, and be excluded from, the Class  
18 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by  
19 the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all  
20 PAGA Employees will be issued their Individual PAGA Payment, irrespective of whether they  
21 submit a Request for Exclusion. To the extent a Class Member does not submit a timely and valid  
22 Request for Exclusion (i.e., Settlement Class Members), such Class Member shall be bound by the  
23 Settlement Agreement, Amendment to Settlement Agreement and any final judgment based  
24 thereon.

25 13. A Final Approval Hearing shall be held before this Court on December 5, 2025  
26 at 10:30 a.m./~~p.m.~~ in Department 1 of the Los Angeles Superior Court, located at 312  
27 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning  
28 the Settlement, including: whether the proposed settlement of this action on the terms and

conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Class Counsel's Attorneys' Fees and Class Counsel's Litigation Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel's Attorneys' Fees and Class Counsel's Litigation Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The notice of objection must: (a) contain the case name and number of the Class Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's 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, postmarked on or before the Response Deadline.

16. Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a notice of objection.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement & Amendment to Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement & Amendment to Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

1           18. The Court reserves the right to adjourn or continue the date of the Final Approval  
2           Hearing and any dates provided for in the Settlement Agreement & Amendment to Settlement  
3           Agreement without further notice to the Class Members and retains jurisdiction to consider all  
4           further applications arising out of or connected with the Settlement.

5  
6           **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

7  
8           Dated: June 2, 2025

Stuart M. Rice / Judge

The Honorable Stuart M. Rice  
Judge of the Superior Court

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**EXHIBIT 1**

**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.

**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.

1 Plaintiffs contend that Defendant failed to pay overtime wages, failed to pay minimum wages, failed to provide  
2 meal and rest period premiums, failed to provide accurate wage statements, failed to timely pay wages upon  
3 termination, and failed to reimburse necessary business expenses; and thereby violated California Business &  
4 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.

5 On July 17, 2023, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act,  
6 California Labor Code §§ 2698 *et seq.*, in the action entitled *Mayra Campos Molina and Yaneth Portillo de*  
7 *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.

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

10 Defendant denies all liability and materials allegations set forth in the Actions and has asserted affirmative  
11 defenses in the Actions. Defendant does not believe that it has violated any federal, state, or local law; violated  
12 any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or  
13 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.

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

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

17 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The  
18 Court has appointed [redacted] as the administrator of the Settlement ("Settlement Administrator"),  
19 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"):

20 Jonathan M. Genish  
21 [jgenish@blackstonepc.com](mailto:jgenish@blackstonepc.com)

22 Karen I. Gold  
23 [kgold@blackstonepc.com](mailto:kgold@blackstonepc.com)

24 Sara Pezeshkpour  
25 [spezeshkpour@blackstonepc.com](mailto:spezeshkpour@blackstonepc.com)

26 Noam Y. Reiffman  
27 [nreiffman@blackstonepc.com](mailto:nreiffman@blackstonepc.com)

28 Marissa A. Mayhood  
[mmayhood@blackstonepc.com](mailto: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.

## **SUMMARY OF THE PROPOSED SETTLEMENT**

### **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.**

**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]**.

**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.

1                   **Release of Claims**

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

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

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

19   “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA  
20   Letter and PAGA Action, arising during the PAGA Period, for civil penalties under the Private Attorneys  
21   General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and  
22   costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide meal and  
23   rest period premium payments, provide accurate wage statements, timely pay wages upon termination, and  
24   reimburse necessary business-related expenses in violation of California Labor Code Sections 510, 1174(d),  
25   1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 204, 2800 and 2802, and applicable Industrial  
26   Welfare Commission Wage Orders.

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

30                   **Attorneys’ Fees and Costs to Class Counsel**

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

38                   **Enhancement Payments to Plaintiff**

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

1                   **Settlement Administration Costs to Settlement Administrator**

2       Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents  
3       (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration  
4       process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing  
5       Requests for Exclusion, Notices of Objection, and Workweek and/or PAGA Pay Period Disputes, calculating  
6       Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing  
7       payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to  
8       approval by the Court.

9                   **WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

10                   **Participate in the Settlement**

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

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

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

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

25                   **Request Exclusion from the Class Settlement**

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

28                                           [Settlement Administrator]  
                                                  [Mailing Address]

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

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

1           **Object to the Class Settlement**

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

4       The Notice of Objection must: (a) contain the case name and number of the Action (*Mayra Campos Molina, et*  
5       *al. v. Harbor Hotels, LLC*, Case Nos. 23STCV10683 and 23STCV16652); (b) contain your full name, signature,  
6       address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written  
7       statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain  
8       copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail  
9       to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before**  
10       **[Response Deadline]**.

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

13           **FINAL APPROVAL HEARING**

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

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

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

26           **ADDITIONAL INFORMATION**

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

30       You may view the Settlement Agreement and other documents filed in the Action by using the Los Angeles  
31       County Superior Court Online Services at <https://www.lacourt.org/online services/ON0001.aspx> or  
32       [https://www.lacourt.org/generalinfo/obtainacopy/GI\\_OB001.aspx](https://www.lacourt.org/generalinfo/obtainacopy/GI_OB001.aspx). You may also obtain copies of the  
33       documents on file with the Court in person during the Court’s normal business hours.

34       **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR**  
35       **INFORMATION REGARDING THIS SETTLEMENT.**

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

# **EXHIBIT 4**

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

# **EXHIBIT 5**

| Date       | Type of Expense | Description of Expense                                                                  | Amount     |
|------------|-----------------|-----------------------------------------------------------------------------------------|------------|
| 22/12/2023 | Mailing         | Mailing Cost: Plaintiff's Record Request to Defendant Harbor Hotel LLC (Certified Mail) | \$7.82     |
| 13/3/2023  | Other           | Check to Nationwide Legal, LLC                                                          | \$57.55    |
| 13/3/2023  | Mailing         | Mailing Cost: Nationwide Legal, LLC                                                     | \$0.60     |
| 11/5/2023  | Other           | PAGA Letter Submission Fee                                                              | \$75.00    |
| 11/5/2023  | Mailing         | Mailing Cost: PAGA Letter to Defendant Harbor Hotel LLC Agent (Certified Mail)          | \$8.10     |
| 11/5/2023  | Mailing         | Mailing Cost: PAGA Letter to Defendant Harbor Hotel LLC (Certified Mail)                | \$8.10     |
| 11/5/2023  | Mailing         | Mailing Cost: PAGA Letter to Defendant Harbor Hotel LLC AZ (Certified Mail)             | \$8.10     |
| 31/5/2023  | Filing          | Fee to First Legal: Class Complaint Packet and Complex Fee (CLASS Filing Fee)           | \$1,532.35 |
| 30/6/2023  | Service         | Fee to First Legal: Personal Service on Defendant Harbor Hotel LLC (CLASS Filing Fee)   | \$176.94   |
| 31/7/2023  | Filing          | Fee to First Legal: Personal Service on Defendant Harbor Hotel LLC (CLASS Filing Fee)   | \$39.95    |
| 30/8/2023  | Filing          | Fee to Steno: Plaintiff's Notice of Continued ISC (CLASS Filing)                        | \$59.95    |
| 31/8/2023  | Filing          | Fee to First Legal: Case management statement                                           | \$39.95    |
| 31/8/2023  | Filing          | Fee to First Legal: Notice of Remote Appearance (CLASS Filing Fee)                      | \$35.75    |
| 31/8/2023  | Filing          | Fee to First Legal: Notice of Remote Appearance (CLASS Filing Fee)                      | \$39.95    |
| 7/3/2024   | Other           | Payment to Case Anywhere                                                                | \$141.00   |
| 7/3/2024   | Filing          | Payment to Case Anywhere                                                                | \$147.00   |
| 11/3/2024  | Mediation       | Payment to McKelvey Resolution                                                          | \$7,500.00 |
| 18/3/2024  | Filing          | Fee to Steno: Stipulation and Order (CLASS Filing Fee)                                  | \$86.95    |
| 11/7/2024  | Other           | Payment to Damage Analysis Consultant, Berger Consulting Group                          | \$5,490.00 |
| 30/7/2024  | Filing          | Fee to Steno: Joint ISC Statement (CLASS Filing Fee)                                    | \$59.95    |
| 25/11/2024 | Filing          | Fee to Steno: Notice of Settlement Order                                                | \$59.95    |
| 12/2/2025  | Filing          | Fee to Steno: Case Management Statement                                                 | \$59.95    |
| 25/4/2025  | Filing          | Fee to Steno: Declaration                                                               | \$59.95    |
| 2/5/2025   | Other           | Payment to Case Anywhere                                                                | \$49.00    |
| 2/5/2025   | Filing          | Fee to Steno: MPA                                                                       | \$180.95   |
| 11/6/2025  | Filing          | Fee to Steno: Supplemental Declaration, PO, and POS (Courtesy Copy)                     | \$181.00   |
| 11/6/2025  | Filing          | Fee to Steno: Supplemental Declaration, PO, and POS                                     | \$99.95    |
| 18/6/2025  | Other           | Payment to Case Anywhere                                                                | \$67.00    |
| 23/7/2025  | Other           | Payment to Case Anywhere                                                                | \$49.00    |
| 23/8/2025  | Other           | Payment to Case Anywhere                                                                | \$49.00    |
| 21/9/2025  | Other           | Payment to Case Anywhere                                                                | \$49.00    |
|            | Filing          | Future Cost: Plaintiff's Motion for Final Approval; Decl. & Proposed Order              | \$180.95   |

Total: **\$16,600.71**