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8
9 Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo de Cifuentes and the Class

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

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

15 Plaintiffs,

16 vs.

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

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

Honorable Theresa M. Traber
Department 1

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

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

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

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the
5 Court to serve as the Settlement Administrator for the above captioned *Campos Molina, et al. v. Harbor*
6 *Hotels, LLC* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by
17 the Court to provide notification services and settlement administration, pursuant to the terms of the
18 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
19 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing
20 the *Notice of Class Action & PAGA Settlement*, in English and Spanish (referred to as “Class Notice”);
21 (b) receiving and processing Requests for Exclusion, Notices of Objection, and Workweek and/or PAGA
22 Pay Period Disputes; (c) calculating individual settlement award amounts; (d) processing and mailing
23 settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f)
24 preparing, issuing and filing tax returns and other applicable tax forms; (g) managing the distribution of
25 any unclaimed funds pursuant to the terms of the Settlement; and (h) undertaking additional tasks as
26 mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

27 4. On May 12, 2025, pursuant to the Court’s direction, Defendant’s counsel provided Apex
28 with the Class List file for purposes of determining whether the Escalator Clause was triggered. The

1 Class List contained the full name, last known mailing addresses, Social Security number, and dates
2 worked for Defendant during the Class Period for each Class Member. The Class List file was
3 successfully uploaded to our database, where it underwent a thorough review to identify any duplicates
4 or potential inconsistencies. The Class List consisted of a total of 183 individuals identified as Class
5 Members who worked 12,082 Workweeks. Accordingly, the Escalator Clause was not triggered.

6 5. On May 30, 2025, Class Counsel provided Apex with the Court-approved content for the
7 Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from
8 the Parties' Counsel before being mailed.

9 6. In preparation for the mailing process, all 183 names and addresses listed in the Class
10 List underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The
13 NCOA database contains records of requested address changes submitted to the USPS. If an updated
14 address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However,
15 in cases where no updated address was found in the NCOA database, the original address provided by
16 Defendant's counsel was used for the mailing of the Class Notice.

17 7. On June 6, 2025, the Class Notice was sent to all 183 individuals listed in the Class List
18 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 32 returned Class Notices as
20 undeliverable. Apex conducted a computerized skip trace on the 32 returned Class Notices in order to
21 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
22 in obtaining 24 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
23 Mail. As of the date of this declaration, 8 Class Notices have been considered undeliverable as no updated
24 address was found despite conducting skip tracing.

25 9. As of the date of this declaration, Apex has not received any Requests for Exclusion. The
26 Response Deadline was July 21, 2025.

27 10. As of the date of this declaration, Apex has not received any Notices of Objection. The
28 Response Deadline was July 21, 2025.

1 11. As of the date of this declaration, Apex has not received any Workweek and/or PAGA
2 Pay Period Disputes. The Response Deadline was July 21, 2025.

3 12. As of the date of this declaration, Apex reports 183 Settlement Class Members,
4 constituting 100% of the total Class, who worked 12,082 Workweeks.

5 13. The Net Settlement Amount available to Settlement Class Members is estimated to be
6 \$160,333.33 and was calculated by subtracting the requested attorneys' fees (\$116,666.67), the
7 maximum amount allocated for litigation costs and expenses (\$20,000.00), the two requested
8 Enhancement Payments (\$10,000.00), the requested Settlement Administration Costs (\$8,000.00), and
9 the PAGA Amount (\$35,000.00) from the Gross Settlement Amount (\$350,000.00).

10 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
11 estimated to be approximately \$3,801.03, the *average* Individual Settlement Share is currently estimated
12 to be approximately \$876.14, and the *lowest* Individual Settlement Share is currently estimated to be
13 approximately \$1.90. These amounts are subject to employee-side tax and withholdings.

14 15. Pursuant to the Settlement, 25% of the PAGA Amount (\$8,750.00) will be allocated to
15 PAGA Employees regardless of whether they opt out of the Class Settlement. PAGA Employees cannot
16 opt out of the PAGA Settlement. There are 119 PAGA Employees who worked a total of 5,823.43 PAGA
17 Pay Periods during the PAGA Period.

18 16. The *highest* Individual PAGA Payment to a PAGA Employee is approximately \$195.12,
19 the *average* Individual PAGA Payment is approximately \$73.53, and the *lowest* Individual PAGA
20 Payment is approximately \$0.21.

21 17. Apex's comprehensive fees and costs for administering this Settlement, covering both
22 incurred and anticipated expenses, amount to \$8,000.00. Apex will proceed with additional tasks related
23 to this matter, such as calculating settlement award payments, issuing and mailing settlement award
24 checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually
25 agreed upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's quote is
26 attached hereto as **Exhibit B**.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 3rd day of November
3 2025, in Irvine, California.

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8 MADELY NAVA
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Exhibit A

Campos Molina, et al. v. Harbor Hotels, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

Apex ID: «Apex_ID»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

«D»

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 June 2, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on December 5, 2025, at 10:30 a.m. ("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 June 2, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action, LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Three Hundred and Fifty Thousand Dollars (\$350,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net

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

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

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

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

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

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

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

According to Defendant's records:

- **From May 11, 2019, to November 5, 2024 (i.e., the Class Period), you are credited as having worked «Class_Weeks» Workweeks.**
- **From May 11, 2022, to November 5, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Weeks» 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 July 21, 2025**.

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 \$«Class_EST_PMT». 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 \$«PAGA_EST_PMT» 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:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

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 July 21, 2025**.

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 July 21, 2025**.

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 December 5, 2025, at 10:30 a.m., 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/onlineservices/ON0001.aspx> or https://www.lacourt.org/generalinfo/obtainacopy/GI_OB001.aspx. You may also obtain copies of the documents on file with the Court in person during the Court's normal business hours.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 355 – 0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL

AVISO DE DEMANDA COLECTIVA Y ACUERDO DE PAGA

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

Tribunal Superior de California para el Condado de Los Ángeles, Casos Nos. 23STCV10683 y 23STCV16652

POR FAVOR, LEA ATENTAMENTE ESTE AVISO COLECTIVO.

Usted ha recibido este Aviso Colectivo porque los registros del Demandado indican que usted puede ser elegible para participar en el acuerdo de demanda colectiva alcanzado en el caso mencionado anteriormente.

No es necesario que usted realice ninguna acción para recibir un pago del acuerdo.

Este Aviso Colectivo está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo, y cómo puede solicitar ser excluido del Acuerdo Colectivo, objetar el Acuerdo Colectivo y/o disputar la cantidad de Semanas Laborales y/o Períodos de Pago de PAGA que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de acción colectiva y representativa entre las Demandantes Mayra Campos Molina y Yaneth Portillo de Cifuentes ("Demandantes") y los Demandados Harbor Hotels, LLC ("Demandado") (las Demandantes y el Demandado se denominan colectivamente como las "Partes") en los casos titulados *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Tribunal Superior del Condado de Los Ángeles, Caso Nos. 23STCV10683 y 23STCV16652 (las "Acciones"), que pueden afectar sus derechos legales. El 2 de junio de 2025, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 5 de diciembre de 2025 a las 10:30 a.m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"Grupo" o "Miembro del Grupo" significa todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período del Grupo.

"Período del Grupo" significa el período que comienza el 11 de mayo de 2019 hasta el 5 de noviembre de 2024.

"Acuerdo Colectivo" significa el acuerdo y la resolución de todas las Reclamaciones Colectivas Liberadas.

"Empleados de PAGA" se refiere a todos los empleados actuales y anteriores pagados por hora y/o no exentos que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA.

"Período de PAGA" significa el período que comienza el 11 de mayo de 2022 y finaliza el 5 de noviembre de 2024.

"Acuerdo de PAGA" significa la liquidación y resolución de todas las Reclamaciones de PAGA Liberadas.

II. ANTECEDENTES DE LA ACCIÓN

El 11 de mayo de 2023, los demandantes presentaron una demanda colectiva por daños y perjuicios en la acción titulada *Mayra Campos Molina y Yaneth Portillo de Cifuentes v. Harbor Hotels, LLC, et al.*, en el Tribunal Superior del Condado de Los Ángeles, Caso Número 23STCV10683 (la "Demanda Colectiva"), iniciando así una demanda colectiva putativa contra el Demandado.

Las Demandantes sostienen que el Demandado no pagó los salarios por horas extras, no pagó los salarios mínimos, no proporcionó las primas de los períodos de comida y descanso, no proporcionó declaraciones de salarios precisas, no pagó los salarios a tiempo al momento de la terminación y no reembolsó los gastos comerciales necesarios; y por lo tanto violó la Sección 17200 del Código de Negocios y Profesiones de California, y *sig.* Las Demandantes buscan, entre otras cosas, la recuperación de los salarios no pagados y las primas del período de comida y descanso, los gastos comerciales no reembolsados, la restitución, las multas, los intereses y los honorarios y costos de los abogados.

El 17 de julio de 2023, las Demandantes presentaron una demanda de acción de cumplimiento en virtud de la Ley de Fiscales Generales Privados, Código Laboral de California §§ 2698 y sig., en la acción titulada *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.*, en el Tribunal Superior del Condado de Los Angeles, Caso Número 23STCV16652 (la "Acción de PAGA") basada en las presuntas violaciones del Demandado descritas anteriormente.

El 13 de septiembre de 2023, el Tribunal ordenó que la Demanda Colectiva y la Acción PAGA estuvieran relacionadas y estableció la Demanda Colectiva como el caso principal. La Demanda Colectiva y la Acción PAGA se denominan colectivamente en el presente documento las "Acciones".

El Demandado niega toda la responsabilidad y las alegaciones materiales establecidas en las Acciones y ha hecho valer defensas afirmativas en las Acciones. El Demandado no cree que haya violado ninguna ley federal, estatal o local; violó cualquier reglamento o directriz promulgada de conformidad con cualquier estatuto o cualquier otra ley, reglamento o requisito legal aplicable; incumplió cualquier contrato; violó o incumplió cualquier deber; incurrió en cualquier tergiversación o engaño; o incurrió en cualquier otra conducta ilegal con respecto a sus empleados. Sin embargo, con el fin de evitar la carga, el gasto y el riesgo de un litigio continuo, el Demandado ha acordado participar en una mediación con los Demandantes para resolver total y definitivamente las Acciones.

Las Partes participaron en la mediación con un mediador de demandas colectivas respetado y, como resultado, las Partes llegaron posteriormente a un acuerdo sobre las Acciones.

Desde entonces, las Partes han celebrado una Estipulación Conjunta de Demanda Colectiva y Acuerdo de PAGA ("Acuerdo" o "Acuerdo de Conciliación").

El 2 de junio de 2025, el Tribunal emitió una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a Apex Class Action, LLC como administrador del Acuerdo ("Administrador del Acuerdo"), a las Demandantes Mayra Campos Molina y Yaneth Portillo de Cifuentes como representantes del Grupo ("Representantes del Grupo") y a los siguientes abogados de los Demandantes como abogados del Grupo ("Abogados del Grupo"):

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

Si usted es un Miembro del Grupo, no necesita realizar ninguna acción para recibir un Pago Colectivo Individual, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Colectivo Individual), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborables (y si los hubiera) Períodos de Pago de PAGA acreditados a usted. si así lo desea, como se explica con más detalle en las secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual de PAGA; usted no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo de PAGA y todos los Empleados de PAGA estarán obligados al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una solución de reclamaciones muy controvertidas. Nada en el Acuerdo tiene la intención de ser interpretado como una admisión por parte del Demandado de que los reclamos en las Acciones tienen mérito o que el Demandado tiene alguna responsabilidad ante los Demandantes, los Miembros del Grupo o los Empleados de PAGA. Los Demandantes y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de los litigios continuos, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros del Grupo, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto bruto total del acuerdo es de trescientos cincuenta mil dólares (\$350,000.00) (el "Monto Bruto del Acuerdo"). La parte del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo se denomina "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, por un monto que no exceda un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$116,666.67 si el Monto Bruto del Acuerdo es de

\$350,000.00), y reembolso de los costos y gastos del litigio, por un monto que no exceda los veinte mil dólares y cero centavos (\$20,000.00) a los Abogados del Grupo; (2) Pago por Servicios por un monto que no exceda los cinco mil dólares y cero centavos (\$5,000.00) a cada Demandante por sus servicios en las Acciones, que en conjunto es de \$10,000.00; (3) la cantidad de treinta y cinco mil dólares y cero centavos (\$35,000.00) asignada a sanciones civiles bajo la Ley de Fiscales Generales Privados ("Monto de PAGA"), de los cuales se pagará a la LWDA el 75% (\$26,250.00) ("Pago de LWDA") y el 25% restante (\$8,750.00) se distribuirá a los Empleados de PAGA ("Monto del Empleado de PAGA"); y (4) Costos de Administración del Acuerdo por un monto que no exceda los ocho mil dólares y cero centavos (\$8,000.00) para el Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir el pago en virtud del Acuerdo Colectivo de su *parte prorrateada* del Monto Neto del Acuerdo ("Participación Individual del Acuerdo") en función del número de semanas que cada Miembro del Grupo trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período del Grupo ("Semanas Laborales"). El Administrador del Acuerdo ha dividido el Monto Neto del Acuerdo por las Semanas Laborables de todos los Miembros del Grupo para obtener el "Valor Estimado de la Semana Laboral", y ha multiplicado las semanas laborales individuales de cada Miembro del Grupo por el Valor Estimado de la Semana Laboral para obtener una Acción del Acuerdo Individual estimada que cada Miembro del Grupo puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros del Grupo del Acuerdo") recibirán su Pago Colectivo Individual final.

Cada Pago Colectivo Individual se asignará como un veinte por ciento (20%) como salarios, que se informarán en un Formulario W-2 del IRS, y un ochenta por ciento (80%) como multas, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Pago Colectivo Individual estará sujeto a una reducción de la participación del empleado en los impuestos sobre la nómina y las retenciones con respecto a la parte de los salarios de las Participaciones Individuales del Acuerdo, lo que resultará en un pago neto al Miembro del Grupo del Acuerdo ("Pago Colectivo Individual "). La parte del empleador de los impuestos y contribuciones en relación con la parte de los salarios de las Participaciones Individuales del Acuerdo ("Impuestos del Empleador") será pagada por el Demandado por separado y además del Monto Bruto del Acuerdo.

Los Empleados de PAGA son elegibles para recibir el pago bajo el Acuerdo de PAGA de su *parte prorrateada* del Monto del Empleado de PAGA ("Pago Individual de PAGA") en función de la cantidad de Períodos de Pago que cada Empleado de PAGA trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período de PAGA ("Períodos de Pago de PAGA"). El Administrador del Acuerdo había dividido el Monto del Empleado de PAGA, es decir, el 25% del Monto de PAGA, entre los Períodos de Pago de PAGA de todos los Empleados de PAGA para obtener el "Valor del Período de Pago de PAGA", y multiplicó los Períodos de Pago de PAGA individuales de cada Empleado de PAGA por el Valor del Período de Pago de PAGA para obtener el Pago de PAGA Individual de cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como multas del cien por ciento (100%), no estará sujeto a impuestos ni retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que figura en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió por correo este Aviso Colectivo no es correcta, o si se muda después de recibir este Aviso Colectivo, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y Períodos de Pago de PAGA (si corresponden) según los registros del Demandado

De acuerdo con los registros del acusado:

- Desde el 11 de mayo de 2019 hasta el 5 de noviembre de 2024 (es decir, el Período del Grupo), se le acredita que ha trabajado «Class_Weeks» Semanas Laborales.
- Desde el 11 de mayo de 2022 hasta el 5 de noviembre de 2024 (es decir, el Período de PAGA), se le acredita que ha trabajado «PAGA_Weeks» Períodos de Pago PAGA.

Si usted desea disputar las Semanas Laborales y/o los Períodos de Pago de PAGA que se le acreditan, debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa de Semana Laboral y/o Período de Pago de PAGA"). La Disputa de Semana Laboral y/o Período de Pago de PAGA debe: (a) contener el nombre del caso y el número de las Acciones (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Casos Nos. 23STCV10683 y 23STCV16652); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que impugna el número de Semanas Laborables y/o Períodos de Pago de PAGA que se le acreditan y lo que sostiene que es el número correcto; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que se indica en la Sección IV.B a continuación, con sello postal **fechado el 21 de julio de 2025 o antes**.

C. Su Pago Colectivo Individual y Pago Individual de PAGA estimados (si corresponde)

Como se explicó anteriormente, su Pago Colectivo Individual estimada y su Pago Individual de PAGA (si corresponde) se basan en la cantidad de Semanas Laborables y Períodos de Pago de PAGA (si corresponde) que se le acreditan.

Según los términos del Acuerdo, se estima que su Pago Colectivo Individual es de \$«Class_EST_PMT». El Pago Colectivo Individual está sujeto a una reducción de la parte de impuestos y retenciones del empleado con respecto a la porción salarial

del Pago Colectivo Individual y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$«PAGA_EST_PMT» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Pago Colectivo Individual y su Pago Individual de PAGA (si corresponde) reflejados en este Aviso Colectivo son solo una estimación. Su Pago Colectivo Individual y su Pago Individual de PAGA (si corresponde) actuales pueden ser más altos o bajos.

D. Liberación de Reclamaciones

Una vez que se haya financiado en su totalidad el Monto Bruto del Acuerdo, se considerará que los Demandantes y todos los Miembros del Grupo del Acuerdo han liberado, resuelto, comprometido, renunciado y descargado total y definitivamente a las Partes Liberadas de todas las Reclamaciones Colectivas Liberadas.

Una vez que se haya financiado en su totalidad el Monto Bruto del Acuerdo, se considerará que los Demandantes, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA han liberado, resuelto, comprometido, renunciado y descargado total y definitivamente a las Partes Liberadas de todas las Reclamaciones de PAGA Liberadas.

"Reclamaciones Colectivas Liberadas" significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de acción que se alegaron o que podrían haberse alegado en base a las alegaciones fácticas de la Demanda Colectiva, que surjan durante el Período del Grupo, en virtud de cualquier ley federal, estatal o local, e incluirán específicamente reclamaciones por la supuesta falta de pago de horas extras y salarios mínimos por parte del Demandado, proporcionar pagos de primas de período de comida y descanso, proporcionar declaraciones de salarios precisas, pagar oportunamente los salarios al momento de la terminación y reembolsar los gastos necesarios relacionados con el negocio en violación de las secciones 510, 1198, 1194, 1197, 1197.1, 226.7, 512, 226 (a), 201, 202, 203, 2800 y 2802, y las Órdenes de Salarios de la Comisión de Bienestar Industrial aplicables, y todas las reclamaciones por honorarios y costos de abogados e intereses legales en relación con los mismos, secciones 17200 y *siguientes* del Código de Negocios y Profesiones de California, y cualquier otra reclamación, incluidas las reclamaciones por sanciones legales que no sean las establecidas en las secciones 2698 y *siguientes* del Código Laboral de California, relacionadas con los Miembros del Grupo.

"Reclamaciones de PAGA Liberadas" son todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones de hecho en la Carta de PAGA y la Acción de PAGA, que surjan durante el Período de PAGA, por sanciones civiles en virtud de la Ley de Fiscales Generales Privados de 2004, secciones 2698 y *siguientes* del Código Laboral de California, incluidas todas las reclamaciones por honorarios de abogados y costos relacionados con los mismos, por la supuesta falta de pago de horas extras y salarios mínimos del Demandado, proporcionar pagos de primas de período de comida y descanso, proporcionar estados de cuenta de salarios precisos, pagar oportunamente los salarios al momento de la terminación y reembolsar los gastos necesarios relacionados con el negocio en violación de las secciones 510, 1174 (d), 1198, 1194, 1197, 1197.1, 226.7, 512, 226 (a), 201, 202, 203, 204, 2800 y 2802, y las Órdenes de Salarios de la Comisión de Bienestar Industrial aplicables.

"Partes Liberadas" significa el Demandado Harbor Hotels, LLC y sus funcionarios, directores, miembros, aseguradores, accionistas, propietarios, matrices, subsidiarias, afiliadas, predecesores, sucesores, cesionarios, empleados, agentes, abogados, aseguradores y cualquier otra persona que actúe por, a través o bajo el Demandado.

E. Honorarios y costos de los Abogados del Grupo

Los Abogados del Grupo solicitarán los honorarios de los abogados por un monto que no exceda un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$116,666.67 si el Monto Bruto del Acuerdo es de \$350,000.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los veinte mil dólares y cero centavos (\$20,000.00) (colectivamente, "Honorarios y Costos de los Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados otorgados por el Tribunal se pagarán del Monto Bruto del Acuerdo. Los Abogados del Grupo han estado procesando la Acción en nombre del Demandante, los Miembros del Grupo y los Empleados de PAGA sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pago por Servicios a las Demandantes

Las Demandantes buscarán la cantidad de cinco mil dólares (\$5,000.00) para cada Demandante ("Pago por Servicios"), en reconocimiento a sus servicios en relación con las Acciones, que colectivamente equivale a \$10,000.00. Los Pagos por Servicios se pagarán con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorgan, se pagarán a los Demandantes además de sus Pagos Colectivos Individuales y Pagos Individuales de PAGA a los que tengan derecho en virtud del Acuerdo.

G. Costos de administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los ocho mil dólares y cero centavos (\$8,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del acuerdo, incluidos, entre otros, los gastos de notificar a los Miembros del Grupo sobre el Acuerdo, procesar las Solicitudes de Exclusión, los Avisos de Objeción y las Disputas de Semana Laboral y/o Período de Pago de PAGA, calcular las Participaciones Individuales del Acuerdo, los Pagos Colectivos Individuales y los Pagos Individuales de PAGA, y distribuir los pagos y los formularios de impuestos en virtud del Acuerdo, y se pagarán con cargo al Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo

Si usted desea participar en el Acuerdo Colectivo y recibir dinero del Acuerdo Colectivo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago del Acuerdo Individual, a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo y si el Tribunal otorga la aprobación final del Acuerdo, estará obligado por los términos del Acuerdo Colectivo y cualquier sentencia que pueda dictar el Tribunal sobre la base de este, y liberará las Reclamaciones Colectivas Liberadas contra las Partes Liberadas como se describe en la Sección III.D anterior.

Si usted es un Empleado de PAGA y si el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que usted estará obligado por los términos del Acuerdo de PAGA y cualquier sentencia que pueda ser dictada por el Tribunal en base al mismo, y liberará las Reclamaciones de PAGA Liberadas contra las Partes Liberadas como se describe en la Sección III.D anterior.

Como Miembro del Grupo y Empleado de PAGA (si corresponde), usted no será responsable por separado del pago de los honorarios del abogado o de los costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitar ser Excluido del Acuerdo colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action, LLC
P.O. Box 54668
Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de las Acciones (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Casos Nos. 23STCV10683 y/o 23STCV16652); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) declarar claramente que no desea ser incluido en el Acuerdo Colectivo; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con sello postal fechado **del 21 de julio de 2025 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro del Grupo que presente una Solicitud de Exclusión oportuna y válida no recibirá un Pago del Acuerdo Individual, no estará obligado por el Acuerdo del Grupo (y la liberación de las Reclamaciones Colectivas Liberadas descritas en la Sección III.D anterior) y no tendrá ningún derecho a objetar a: apelar o comentar sobre el Acuerdo Colectivo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida se considerarán Miembros del Grupo del Acuerdo y estarán obligados por todos los términos del Acuerdo del Grupo, incluidos los relacionados con la liberación de reclamaciones descritos en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal sobre la base de esta. Los Empleados de PAGA estarán obligados al Acuerdo de PAGA (y a la liberación de las Reclamaciones de PAGA Liberadas descritas en la Sección III.D anterior) y aún se les emitirá un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objetar el Acuerdo Colectivo

Usted puede objetar el Acuerdo Colectivo siempre y cuando no haya presentado una Solicitud de Exclusión mediante la presentación de una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre del caso y el número de la Acción (*Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Casos Nos. 23STCV10683 y 23STCV16652); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los motivos de la objeción, acompañada de cualquier soporte legal para dicha objeción; (d) contener copias de cualquier papel, escrito u otros documentos en los que se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B anterior, con sello postal fechado **del 21 de julio de 2025 o antes**.

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final en el Departamento 1 del Tribunal Superior del Condado de Los Ángeles, ubicado en 312 N. Spring Street, Los Ángeles, California 90012 el 5 de diciembre de 2025 a las 10:30 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados a los Abogados del Grupo, el Pago por Servicios a las Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros del Grupo y a los Empleados de PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si lo desea.

Las Partes pueden comparecer de forma remota utilizando la iteración actual de LA Court Connect, a la que se puede acceder en: <https://my.lacourt.org/laccwelcome>. El Tribunal prefiere encarecidamente que, si comparecen de forma remota, todos utilicen la función de video de LA Court Connect y se aseguren de tener una conexión estable a la llamada. Las personas que comparezcan de forma remota deben asegurarse de que estén usando solo un micrófono.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe revisar el Acuerdo de Conciliación detallado y otros documentos, que están archivados en el Tribunal.

Usted puede ver el Acuerdo de Conciliación y otros documentos presentados en la Acción utilizando los Servicios en línea del Tribunal Superior del Condado de Los Ángeles en <https://www.lacourt.org/online services/ON0001.aspx> o https://www.lacourt.org/generalinfo/obtainacopy/GI_OB001.aspx. También puede obtener copias de los documentos archivados en el Tribunal en persona durante el horario laboral normal del Tribunal.

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 355 – 0700, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DEL GRUPO.

Exhibit B



Quotation Request:
Marissa Mayhood
Blackstone Law
mmayhood@blackstonepc.com
310.361.0599

Case Name: Molina v. Harbor Hotels v. Harbor Hotels, LLC
Date: Wednesday, August 13, 2025
RFP Number: 18320007

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	183
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	183	\$274.50
USPS First Class Postage	Per Piece	\$0.73	183	\$133.59
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.50	37	\$91.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$62.28	1	\$62.28
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,106.87

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$575.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$184.68
Account Management and Reconciliation	Per Hour	\$140.00	2	\$240.46
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	183	\$274.50
USPS First Class Postage	Per Piece	\$0.78	183	\$142.74
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	18	\$45.75
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$3,438.13
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00
TOTAL ESTIMATED ADMINISTRATION COST				\$8,000.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.