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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(I).

Gross Settlement Amount	\$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
Estimated Net Settlement Amount	\$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 2024¹)

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

27 ¹ 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 _____
26 at _____ 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

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

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

12 15. To object to the Class Settlement, a Class Member must submit their Notice of
13 Objection to the Settlement Administrator on or before the Response Deadline. The notice of
14 objection must: (a) contain the case name and number of the Class Action; (b) contain the objector's
15 full name, signature, address, telephone number, and the last four (4) digits of the objector's Social
16 Security number; (c) contain a written statement of all grounds for the objection accompanied by
17 any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
18 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at
19 the specified address, postmarked on or before the Response Deadline.

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

22 17. In the event the Settlement does not become effective in accordance with the terms of
23 the Settlement Agreement & Amendment to Settlement Agreement, or the Settlement is not finally
24 approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be
25 rendered null and void, shall be vacated, and the parties shall revert back to their respective positions
26 as of before entering into the Settlement Agreement & Amendment to Settlement Agreement. The
27 fact that the Court certified the Class for settlement purposes shall not be admissible or have any
28 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.**

7
8 Dated: _____

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

Karen I. Gold
22 kgold@blackstonepc.com

Sara Pezeshkpour
23 spezeshkpour@blackstonepc.com

Noam Y. Reiffman
24 nreiffman@blackstonepc.com

Marissa A. Mayhood
25 mmayhood@blackstonepc.com

26 **BLACKSTONE LAW, APC**
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
27 Tel: (310) 622-4278 / Fax: (855) 786-6356
28

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.

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.

WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

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.

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.

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. 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.**