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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

DAMIAN VANN, individually, and on  
behalf of other members of the general  
public similarly situated and on behalf of  
other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

PRISM HOSPITALITY, LP, an unknown  
business entity; PRISM HOTELS &  
RESORTS, and unknown business entity;  
HYATT REGENCY LOS ANGELES  
INTERNATIONAL AIRPORT, an  
unknown business entity; SWC CA LAX,  
LLC, an unknown business entity; and  
DOES 2 through 100, inclusive,

Defendants.

Case No.: 21STCV07019

Honorable Stuart M. Rice  
Department SSC1

**CLASS ACTION**

**DECLARATION OF YASMIN HOSSEINI  
SUPPORT OF PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary  
Approval of Class Action Settlement;  
Declaration of Proposed Class Counsel (Yasmin  
Hosseini), Declaration of Proposed Class  
Representative (Damian Vann); and [Proposed]  
Order filed concurrently herewith]

Date: February 19, 2025  
Time: 10:30 a.m.  
Department: SSC1

Complaint Filed: February 23, 2021  
FAC Filed: December 10, 2024  
Trial Date: None Set

**DECLARATION OF YASMIN HOSSEINI**

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Damian Vann (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

**EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwasian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.  
2 From approximately September 2002 to approximately December 2002, he served as a Judicial  
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the  
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a  
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second  
6 Appellate District. In December of 2004, he obtained a license to practice law from the California  
7 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he  
8 has almost exclusively focused on the prosecution of consumer and employment class actions.  
9 While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken  
10 or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for  
11 deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with  
12 other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully  
13 litigated cases involving the executive, administrative, and other overtime exemptions to the State  
14 of California and federal overtime compensation requirements. Under his supervision, Lawyers  
15 *for* Justice, PC has successfully obtained class certification by contested motion practice in  
16 approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or  
17 representative action cases.

18 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He  
19 received his Bachelor of Arts degree from University of California, Los Angeles and graduated  
20 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.  
21 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the  
22 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.  
23 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern  
24 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.  
25 He was admitted to practice law in California in 2010. He is admitted to practice before all courts  
26 of the State of California and all United States District Courts in the State of California. He has  
27 worked on many wage-and-hour class action and representative action cases, taking the lead in  
28 taking and defending depositions, arguing motions, and attending mediations. He has played an

1 integral role in preparing matters for class certification, including and not limited to, successful  
2 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.  
3 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.  
4 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.  
5 RG13680477). He has worked on over one hundred (100) class action or representative action  
6 cases which have resulted in settlement, including and not limited to those listed in paragraph 7  
7 herein.

8 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a  
9 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of  
10 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from  
11 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)  
12 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in  
13 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme  
14 Court. She has taken and defended dozens of depositions and successfully handled motion practice  
15 in class action cases regarding discovery (including and not limited to, regarding class contact  
16 information), class certification (both contested class certification and stipulated class  
17 certification), arbitration agreements, coordination, intervention. She has successfully handled  
18 briefing and oral argument on appeal, and obtained notable decisions regarding the Private  
19 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*  
20 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),  
21 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also  
22 has extensive experience with class action and/or representative action settlements. Under her,  
23 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification  
24 and court approval process for hundreds of class action and/or representative action matters that  
25 have successfully resolved. She is a member of the California Employment Lawyers Association.

26 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree  
27 from the University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from  
28 Pepperdine University School of Law in 2017. I was admitted to practice law in California in

2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND  
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
2 wage-and-hour class action against a national retailer involving allegations of misclassification of  
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class  
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.  
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiff in a  
7 wage-and-hour class and PAGA representative action against a bank, involving allegations of  
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court  
9 granted final approval of the class and PAGA representative action settlement. The Kern County  
10 Superior Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiff in a  
12 wage-and-hour class and PAGA representative action against a national wholesale distributor of  
13 plumbing and builder supplies, involving allegations of misclassification of multiple salaried  
14 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA  
15 representative action settlement. The Sacramento County Superior Court Case Number is 34-  
16 2012-00136285.

17 g) LFJ, in association with co-counsel therein, represented the plaintiff in a  
18 wage-and-hour class action against a multinational corporation that provides global workplace  
19 solutions, involving allegations of misclassification of the “Operations Manager” position. On  
20 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles  
21 County Superior Court Case Number is BC478769.

22 h) LFJ, in association with co-counsel therein, represented the plaintiff in a  
23 wage-and-hour class and PAGA representative action against a national retailer of household  
24 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted  
25 final approval of the class and PAGA representative action settlement. The San Francisco County  
26 Superior Court Case Number is CGC-13-532344.

27 i) LFJ, in association with co-counsel therein, represented the plaintiff in a  
28 wage-and-hour class and PAGA representative action involving allegations of misclassification of

1 the salaried residential “Property Manager” position. On September 17, 2015, the court granted  
2 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of  
3 the class and PAGA representative action settlement. The Los Angeles County Superior Court  
4 Case Number is BC474784.

5 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
6 wage-and-hour class and PAGA representative action against a national retailer of upscale  
7 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court  
8 granted final approval of the class and PAGA representative action settlement. The Los Angeles  
9 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council  
10 Coordination Proceeding Number is 4794.

11 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
12 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf  
13 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action  
14 settlement. The Los Angeles County Superior Court Case Number is BC488069.

15 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
16 wage-and-hour class action against a national retailer of apparel, accessories, and home products,  
17 involving allegations of misclassification of the “Department Manager” position. On August 12,  
18 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On  
19 August 6, 2019, the court granted final approval of the class action settlement. The Alameda  
20 County Superior Court Case Number is RG13680477.

21 m) LFJ represented the plaintiff in a PAGA representative action against a real  
22 estate and property management company, on behalf of non-exempt employees. On November 4,  
23 2016, the court granted approval of the PAGA representative action settlement. The Orange  
24 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

25 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
26 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-  
27 exempt employees. On November 18, 2016, the court granted final approval of the class and  
28

1 PAGA representative action settlement. The San Francisco County Superior Court Case Number  
2 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

3 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
4 representative action against a foodservice distributor, on behalf of non-exempt employees. On  
5 January 26, 2017, the court granted final approval of the class and PAGA representative action  
6 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

7 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative  
8 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the  
9 employer's motion to compel arbitration, which resulted in a published opinion by the California  
10 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.  
11 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court  
12 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and  
13 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

14 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
15 wage-and-hour class and PAGA representative action against a consumer packaging company, on  
16 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class  
17 and PAGA representative action settlement. The Los Angeles County Superior Court Case  
18 Number is BC590429.

19 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
20 wage-and-hour class and PAGA representative action against a manufacturer of food service  
21 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final  
22 approval of the class and PAGA representative action settlement. The Orange County Superior  
23 Court Case Number is 30-2015-00810013-CU-OE-CXC.

24 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
25 wage-and-hour class and PAGA representative action against a lumber and hardware company on  
26 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class  
27 and PAGA representative action settlement. The Orange County Superior Court Case Number is  
28 30-2014-00747750-CU-OE-CXC.

1 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
2 representative action against a property management company, on behalf of non-exempt  
3 employees. On June 14, 2017, the court granted final approval of the class and PAGA  
4 representative action settlement. The Los Angeles County Superior Court Case Number is  
5 BC586234.

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
7 representative action against a food company on behalf of non-exempt employees. On June 30,  
8 2017, the court granted final approval of the class and PAGA representative action settlement. The  
9 Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
11 representative action against a chocolate company on behalf of non-exempt employees. On July  
12 19, 2017, the court granted final approval of the class and PAGA representative action settlement.  
13 The Alameda County Superior Court Case Number is RG15764300.

14 w) LFJ represented the plaintiff in a PAGA representative action, against the  
15 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On  
16 October 18, 2017, the court granted approval of the PAGA representative action settlement. The  
17 Los Angeles County Superior Court Case Number is BC569664.

18 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
19 representative action against a manufacturer of plastic containers on behalf of non-exempt  
20 employees. On October 31, 2017, the court granted final approval of the class and PAGA  
21 representative action settlement. The Los Angeles County Superior Court Case Number is  
22 BC577233.

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt  
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA  
26 representative action settlement. The Los Angeles County Superior Court Case Number is  
27 BC569646.  
28

1           z)     LFJ, in association with co-counsel therein, represented the plaintiffs in a  
2 wage-and-hour class and PAGA representative action against a property management company  
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final  
4 approval of the class and PAGA representative action settlement. The Los Angeles County  
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding  
6 Number is 4819.

7           aa)   LFJ, in association with co-counsel therein, represented the plaintiffs in a  
8 wage-and-hour class and PAGA representative action against a global provider of flexible office  
9 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA  
10 representative action settlement. The Los Angeles County Superior Court Case Number is  
11 BC498401.

12           bb)   LFJ, in association with co-counsel therein, represents the plaintiff in a  
13 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.  
14 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare  
15 County Superior Court Case Number is VCU264528.

16           cc)   LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
17 representative action against a behavioral health service provider on behalf of non-exempt  
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA  
19 representative action settlement. The Alameda County Superior Court Case Number is  
20 RG16811450.

21           dd)   LFJ, in association with co-counsel therein, represented the plaintiff in a  
22 PAGA representative action against a global provider of products and services to the energy  
23 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court  
24 granted approval of the PAGA representative action settlement. The Kern County Superior Court  
25 Case Number is S-1500-CV-280215-SDC.

26           ee)   LFJ, in association with co-counsel therein, represents the plaintiff in a  
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On  
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial  
2 Council Coordination Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a  
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt  
5 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification  
6 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606  
7 and the Judicial Council Coordination Proceeding Number is 4921.

8 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
9 wage-and-hour class and PAGA representative action against a national retailer of apparel and  
10 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted  
11 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the  
12 court granted final approval of the class and PAGA representative action settlement. The  
13 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

14 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a  
15 wage-and-hour class and PAGA representative action against a medical equipment supplier on  
16 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion  
17 for class certification and certified a class. The San Bernardino County Superior Court Case  
18 Number is CIVDS1505744.

19 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and  
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed  
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a  
22 notable decision from the California Supreme Court clarifying the law and finding, in part, that  
23 employer arbitration agreements are unenforceable where they block a PAGA claim from  
24 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court  
25 granted approval of the PAGA representative action settlement. The San Diego County Superior  
26 Court Case Number is 34-2015-00175330.

27 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a  
28 wage-and-hour class and PAGA representative action against a large national drug testing

laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July

13, 2023, the court granted plaintiffs’ motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

**THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

8. Marked and attached hereto as “**EXHIBIT 1**” is the Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Prism Hospitality, LP and SWC CA LAX dba Hyatt Regency Los Angeles International Airport (together, “Defendants”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Class Notice (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

10. Class Counsel has litigated the matter for over three (3) years, and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Mark S. Rudy, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative

actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Class Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the PAGA Members, against the Released Parties.

11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members time and pay data, Defendants' Employee Guidelines, company policy acknowledgements (e.g., Certificate of Meal Period and Rest Break Compliance for Time Record, Acknowledgement of Receipt of California Addendum to the Prism Employee Guidelines, Acknowledgement of Receipt of CA Meal Period and Rest Break Policy, Tip Reporting Policy Acknowledgement), new hire checklist, orientation checklist, job descriptions, time records, Defendant's operations and employment practice, policies, and procedures (Meal and Rest Period Issue Notice, Liberty Mutual Group MPN, Meal Period Waiver, Second Meal Period Waiver, Standard Operating Procedures, tip Reporting Guidelines and Helpful Hints), among other information and documents. Class Counsel had the opportunity to interview Plaintiff

1 and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties  
2 also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,  
3 discovery, and the production of documents and data prior to the mediations. Class Counsel also  
4 drafted pleadings and the mediation brief and prepared for and attended court proceedings,  
5 mediation, and settlement negotiations, among other tasks.

6 12. Counsel for the Parties have also invested time researching and investigating the  
7 applicable law, which is constantly evolving as it relates to certification, representative PAGA  
8 claims, off-the-clock theory, meal and rest periods, state wage-and-hour law and enforcement,  
9 Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered.  
10 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and  
11 reasonable.

12 13. The Settlement provides for a Gross Settlement Amount of One Million Two  
13 Hundred Thousand Dollars (\$1,200,000.00). The Net Settlement Amount is the Gross Settlement  
14 Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs  
15 to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs to the  
16 Settlement Administrator, and the PAGA Penalty Amount. Assuming that the amounts allocated  
17 under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount  
18 that will be available for distribution to Settlement Class Members is currently Five Hundred  
19 Seventy Thousand Dollars (\$582,500.00). Additionally, 25% of the PAGA Penalty Amount (i.e.,  
20 Individual PAGA Payment), which is \$37,500.00 out of \$150,000.00, will be distributed to the  
21 PAGA Members, for their respective portion of the PAGA Penalty Amount. The Gross Settlement  
22 Amount will be fully distributed in accordance with the terms of the Settlement.

23 14. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or  
24 "Settlement Administrator") to handle the notice and settlement administration process. The  
25 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve  
26 as the Settlement Administrator. Defendants will provide Phoenix with a list of Class Members  
27 that Defendants will compile from its records, which will include each Class Member's and PAGA  
28 Member's full name, last-known mailing address, Social Security Number, and start dates and end

1 dates worked for Defendants during the Class Period and, if applicable, during the PAGA Period,  
2 the number of Workweeks for the time period February 23, 2017 through March 18, 2023, and  
3 such other information and data as necessary for the Settlement Administrator to independently  
4 calculate the Workweeks (collectively referred to as the “Class List”), and the Settlement  
5 Administrator will calculate each Class Member’s estimated share of the Net Settlement Amount  
6 (“Individual Settlement Share”). The Settlement Administrator will be responsible for translating  
7 the Class Notice into Spanish, printing, distributing, and tracking Class Notices and other  
8 documents for this settlement, calculating and distributing payments due under the Settlement,  
9 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and  
10 remittances, providing necessary reports and declarations, and other duties and responsibilities set  
11 forth herein to process this settlement, and as requested by the Parties. Settlement Administration  
12 Costs are currently estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00)  
13 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

14 15. Based on investigation and information discovered, Class Counsel believes that  
15 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations  
16 that Defendants, with respect to Plaintiff, Class Members, and PAGA Members, *inter alia*, failed  
17 to properly pay overtime and minimum wages and associated premium pay, failed to provide  
18 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages  
19 during employment and upon termination of employment, failed to provide compliant wage  
20 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business  
21 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil  
22 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code  
23 sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform  
24 similar job duties and were subject to the same or similar operations and employment policies,  
25 practices, and procedures. Additionally, Plaintiff asserted that Defendants’ recordkeeping  
26 practices with respect to Plaintiff, Class Members, and PAGA Members were substantially the  
27 same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims  
28 that the Class Members were not paid all of the compensation that was owed to them by

1 Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be  
2 determined by Defendants' uniform operations and employment practices, policies, and  
3 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in  
4 California during the relevant time period.

5 16. Class Counsel is aware of the defenses and position of Defendants but believes that  
6 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class  
7 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,  
8 and the difficulties and delays inherent in such litigation, including those involved in class  
9 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof  
10 necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the  
11 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have  
12 also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who  
13 is experienced and well-regarded in complex labor and employment matters.

14 17. Defendants, on the other hand, denied and continue to deny any liability and  
15 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that  
16 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other  
17 than this Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides  
18 have also had the opportunity to interview witnesses and review documents and information  
19 relating to Plaintiff's, Class Members', and PAGA Members' employment with Defendants, and  
20 Defendants' operations and employment policies, practices, and procedures. The Parties also  
21 reviewed and analyzed a volume of documents and data to determine the potential value and  
22 strength of the claims. The available information enabled Class Counsel to assess and value the  
23 class and PAGA claims and prepare violation, damages, and penalties analyses models.  
24 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently  
25 informed of the nature and extent of the Class Members' claims, and to enable both sides to fully  
26 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into  
27 account the strengths and weaknesses of each side's position and the uncertainty of how the case  
28 might have concluded at certification, trial, and/or appeals.



1 individuals who worked a total of 66,684 workweeks with an average hourly rate of pay of  
2 eighteen dollars and fifty-two cents (\$18.52).

3         22. Plaintiff contended that Defendants required putative class members to perform  
4 work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest  
5 periods. Plaintiff contended that Defendants discouraged the recordation of overtime hours and  
6 required putative class members to perform work off-the-clock. Plaintiff contended that  
7 Defendants failed to include non-discretionary bonuses and incentives in the calculation of the  
8 regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were  
9 regularly missed, later, shortened, and/or interrupted, that putative class members were required  
10 to remain on premises during rest breaks, readily available to assist with work tasks, and that  
11 Defendants failed to properly pay premiums for all non-compliant meal and rest periods.  
12 Additionally, Plaintiff alleged that Defendants intentionally and willfully failed to pay Plaintiff  
13 and putative class members all wages due to them while they were employed by Defendants,  
14 within the time period permissible under California law, and that Defendants failed to pay all  
15 wages due upon termination, within the time period permissible under California law, thereby  
16 triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended  
17 that, based on the violations described herein, the wage statements provided by Defendants and  
18 the payroll records kept by Defendants were inaccurate. Finally, Plaintiff contended that  
19 Defendants failed to reimburse Plaintiff and the other putative class members for necessary  
20 business expenses, including, but not limited to, the costs associated with complying with  
21 Defendants' dress code and the purchase of non-slip shoes to perform their work duties.

22         23. Class Counsel considered defense arguments, e.g., that the employer's practices,  
23 policies, and procedures complied with the law, that it paid putative class members over the  
24 California minimum wage for all hours worked, that it correctly paid overtime for all overtime  
25 hours worked, that it had written policies and/or practices providing class members an opportunity  
26 to take uninterrupted meal periods and rest breaks, that no waiting-time penalties were due because  
27 waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of  
28 termination or resignation, that putative class members suffered no actual injury from the alleged

1 wage statement violations and that this cause of action and the recordkeeping violation are entirely  
2 derivative of the other causes of action, and that Defendant reimbursed employees for necessary  
3 business-related expenses and did not require employees to undertake expenses that were not  
4 reimbursed.

5 24. Class Counsel considered information, data, and documents obtained from Plaintiff,  
6 Defendants, and other sources, and created damages and penalties valuation models prior to  
7 reaching the Settlement. Based thereon, Plaintiff calculated the potential value of each of the  
8 claims. However, the potential value of each claim assumed an exposure based on the above-  
9 captioned action having been certified and Plaintiff having proven all elements of the claims and  
10 entitlement to monetary recovery in the above-captioned action (on a class-wide and a  
11 representative basis), despite risks associated with obtaining and maintaining certification and  
12 demonstrating manageability, risks to establishing liability and any underlying California Labor  
13 Code and IWC Wage Order violations and damages, and significant additional costs that would  
14 have to be incurred in order to certify the above captioned action and establish liability, damages,  
15 and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized  
16 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel  
17 disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the  
18 circumstances and realities of the cases, applicable case law and regulations, the time and pay  
19 records produced by Defendants, the costs and expenses of further litigation and certification, and  
20 risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the  
21 potential and realistic values of each claim as follows:

- 22 a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to  
23 be \$3,704,963.04 (66,684 workweeks x 2 hours of unpaid overtime wages x  
24 overtime hourly rate of \$27.78, which is based on the average hourly rate of \$18.52).  
25 At this juncture, a discount of 70% was applied to account for the risks associated  
26 with obtaining and maintaining class certification (bringing the value of this claim  
27 closer to \$1,111,488.91), a discount of 65% was applied to account for the risks  
28 associated with succeeding on the merits and establishing liability (bringing the

value of this claim closer to \$389,021.12), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$136,157.39).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,234,987.68 (66,684 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$18.52). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$432,245.69, a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$172,898.28), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$60,514.40).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$2,469,975.36 (66,684 workweeks x 2 meal period premium x average hourly rate of \$18.52). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$864,491.38), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$302,571.98), and a discount of 65% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$105,900.19).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$3,704,963.04 (66,684 workweeks x 3 rest period premiums x average hourly rate of \$18.52). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,481,985.22), a

discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$444,595.57), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$177,838.23).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately three hundred and fifty-five (355) putative class members had been terminated during the three-year statute of limitations (i.e., from February 23, 2018). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$1,577,904.00 collectively (355 individuals x [30 days x hourly rate of \$18.52 x 8 hours]), or approximately \$4,444.80.00 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$552,266.40), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$193,293.24), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$77,317.30).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$2,784,000.00 (696 individuals x \$4,000 statutory maximum). At this juncture, a discount of 70% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$835,200.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the

1 value of this claim closer to \$292,320.00), and a discount of 65% was applied to  
2 account for the risks associated with proving the extent of damages and obtaining  
3 an award thereof (bringing the value of this claim closer to \$102,312.00).

4 h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be  
5 recoverable by the Labor Commissioner, therefore, the value of this claim is  
6 considered as a part of the valuation of the PAGA claim contained *infra*.

7 i. Failure to Reimburse Necessary Business Expenses: The potential value of this  
8 claim was estimated to be \$266,736.00 (66,684 workweeks x \$4.00 unreimbursed  
9 business expenses). At this juncture, a discount of 65% was applied to account for  
10 the risks associated with obtaining and maintaining class certification (bringing the  
11 value of this claim closer to \$93,357.60), a discount of 70% was applied to account  
12 for the risks associated with succeeding on the merits and establishing liability  
13 (bringing the value of this claim closer to \$28,007.28), and a discount of 65% was  
14 applied to account for the risks associated with proving the extent of damages and  
15 obtaining an award thereof (bringing the value of this claim closer to \$9,802.55).

16 j. PAGA Penalties: The amount of civil penalties at issue, which the Court could  
17 determine whether or not to assess and whether or not to reduce based on the facts  
18 and circumstances of the case (to avoid an award that is unjust, arbitrary and  
19 oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)),  
20 were estimated to be approximately \$1,183,200.00 (696 aggrieved employees  
21 estimated to have worked during the one-year statutory period x \$1,700 civil  
22 penalties). At this juncture, a discount of 50% was applied to account for the risks  
23 associated with possible bifurcation of discovery and/or trial (bringing the value of  
24 this claim closer to \$591,600.00), a discount of 40% was applied to account for the  
25 risks associated with succeeding on the merits and establishing liability (bringing  
26 the value of this claim closer to \$354,960.00), and a discount of 55% was applied to  
27 account for the risks associated with proving the extent of penalties that should be  
28 assessed, the Court's possible discretionary reduction of the amount of penalties

1 imposed, and the risks associated with obtaining recovery on an award or judgment  
2 (bringing the value of this claim closer to \$159,732.00).

3 25. The foregoing discussion confirms that the amount of the Settlement is adequate in  
4 light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those  
5 allegations and causes of action, and legal and factual arguments and circumstances which pose  
6 challenges to certification, merits, and monetary recovery. The conclusion to be drawn from the  
7 foregoing analysis is that neither class certification, liability, nor the ability to adjudicate and/or  
8 recover monetary relief on a class-wide or representative basis is clear-cut, which is why the  
9 parties elected to settle the cases. Class Counsel recognized the circumstances and realities of the  
10 cases, applicable case law and regulations, and risks to recovery and applied appropriate discounts.  
11 Class Counsel also recognized that additional discounts could be made to the risk-adjusted value  
12 to account for the costs and expenses associated with further litigation and the present value of  
13 obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the  
14 future after further litigation.

15 26. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is  
16 in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits  
17 that the Settlement is within an acceptable range of recovery for this type of litigation given the  
18 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs  
19 and risks associated with class certification, representative adjudication, trial, and/or appeals.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

22 Executed on this 12 day of December 2024, at Glendale, California.

23 

24 \_\_\_\_\_  
Yasmin Hosseini

# **EXHIBIT 1**

1                                    **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2            This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or  
3 “Settlement Agreement”) is made and entered into by Plaintiff Damian Vann (“Plaintiff”), on behalf of  
4 all others similarly situated and the State of California with respect to aggrieved employees pursuant to  
5 the Private Attorneys General Act, and Defendants Prism Hospitality, LP (“Prism”) and SWC CA LAX,  
6 LLC<sup>1</sup> dba Hyatt Regency Los Angeles International Airport (“Hyatt Regency LAX”) (collectively,  
7 “Defendants”) (collectively, the “Parties”) in the Action (as defined herein).

8            This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined  
9 herein), PAGA Members (as defined herein), the State of California as to the employment of PAGA  
10 Members (as set forth herein) and on Defendants, subject to the terms and conditions hereof and the  
11 approval of the Court.

12                                    **RECITALS**

13            1.        On February 23, 2021, Plaintiff filed a Class Action Complaint for Damages against  
14 Defendants in the Superior Court of California for the County of Los Angeles, thereby commencing the  
15 action entitled *Damian Vann v. Prism Hospitality LP*, Case No. 21STCV07019, alleging causes of action  
16 for violation of (1) California Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) California Labor Code  
17 §§ 226.7 and 512(a) (Unpaid Meal Periods and Associated Premiums), (3) California Labor Code § 226.7  
18 (Unpaid Rest Periods and Associated Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1  
19 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid),  
20 (6) California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor  
21 Code § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep  
22 Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business  
23 Expenses), and (10) California Business & Professions Code § 17200, (Unfair Business Practices) *et seq.*  
24 (“*Vann Class Action*”).

25            2.        Defendants deny all material allegations set forth in the Action and have asserted  
26 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
27 Defendants desire to fully and finally settle the Action, Released Class Claims, and Released PAGA

28            <sup>1</sup> Plaintiff will file a DOE amendment prior to preliminary approval adding SWC CA LAC, LLC.

1 Claims, under the terms provided for herein.

2 3. Class Counsel in the Action diligently investigated the allegations asserted in the Action  
3 and evaluated the claims against Defendants, including any and all applicable defenses and the  
4 applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents,  
5 and review of numerous corporate policies and practices.

6 4. On February 16, 2023, the Parties participated in an all-day mediation with Mark S. Rudy,  
7 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. Through continued  
8 negotiations with the assistance of the Mediator’s evaluations, the Parties reached the Settlement that is  
9 memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is  
10 the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation  
11 to the costs and risks associated with continued litigation. Based on the documents produced, as well as  
12 Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the  
13 settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement  
14 is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members, the State  
15 of California, and PAGA Members in light of all known facts and circumstances, including the risk of  
16 significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

17 5. On May 8, 2023, Plaintiff provided written notice to the LWDA by online submission and  
18 to Defendants by Certified Mail of his intent to seek civil penalties for Defendants’ alleged violations of  
19 the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-  
20 CM-953599-23 (“PAGA Notice”).

21 6. To effectuate and facilitate the settlement approval process, and to conserve the Court’s  
22 and the Parties’ resources during this process, the Parties have met and conferred regarding and agreed to  
23 amendment of the operative complaint in the Vann Class Action to add Plaintiff’s PAGA claims to the  
24 Vann Class Action. A stipulation and proposed order reflecting the Parties’ agreement regarding the filing  
25 of the First Amended Complaint shall be filed with this Court on or before the date Plaintiff files his  
26 Motion for Preliminary Approval (“Operative Complaint”), alleging an additional cause of action against  
27 Defendants for civil penalties under California Labor Code § 2698, *et seq.* (California Labor Code Private  
28 Attorneys General Act of 2004) (“PAGA”).

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

## DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and Settlement of the Action, and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 12 below.

b. “Class Counsel” or “Plaintiff’s Counsel” means Arby Aiwezian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member and/or PAGA Member’s full name, last known mailing address, Social Security Number, and start dates and end dates worked for Defendants during the Class Period and, if applicable, during the PAGA Period, the number of Workweeks for the time period February 23, 2017 through March 18, 2023, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (as defined below).

d. “Class Members” or “Class” shall mean all non-exempt, hourly Prism employees who worked at Hyatt Regency LAX within the State of California between February 23, 2017 through March 18, 2023.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

f. "Class Period" means the time period from February 23, 2017 through March 18, 2023, subject to the Escalator Clause in Paragraph 38 herein.

g. “Class Representative” or “Plaintiff” means Damian Vann.

1 h. "Class Settlement" means the settlement and resolution of the Released Class  
2 Claims.

3 i. "Court" means the Superior Court of the State of California for the County of Los  
4 Angeles.

5 j. "Defendants" means Prism Hospitality LP and SWC CA LAX, LLC dba Hyatt  
6 Regency Los Angeles International Airport.

7 k. "Defendants' Counsel" means Boris Sorsher and Kristina Noel Buan of Fisher &  
8 Phillips LLP.

9 l. "Effective Date" means the date when all of the following events have occurred:  
10 (1) the Settlement has been executed by all Parties, Class Counsel, and Defendants' Counsel; (2) the  
11 Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the  
12 Class Members, providing them with an opportunity to object to the terms of the Class Settlement or  
13 opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final  
14 Approval Order and Judgment; and (5) the later of the following events: five (5) business days after the  
15 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval  
16 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been  
17 filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order  
18 and Judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings  
19 opposing the Settlement has been finally and conclusively dismissed with no right to pursue further  
20 remedies or relief.

21 m. "Enhancement Payment" means the amount to be paid to Plaintiff Damian Vann  
22 in recognition of his efforts and work in prosecuting the Action on behalf of Class Members, the State  
23 of California, and PAGA Members, as set forth in Paragraph 13 below.

24 n. "Final Approval" means the determination by the Court that the Settlement is fair,  
25 reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

26 o. "Final Approval Hearing" means the hearing at which the Court will consider and  
27 determine whether the Settlement should be granted Final Approval.

28 p. "Gross Settlement Amount" means the amount of one million two hundred

thousand dollars and zero cents (\$1,200,000.00), subject to increase in accordance with the Escalator Clause in Paragraph 38 herein, to be paid by Defendants in full Settlement of all Released Class Claims, Released PAGA Claims, and the Action, which includes all Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. The employer's share of payroll taxes will be paid separately and in addition to the Gross Settlement Amount.

q. "Individual PAGA Payment" means the payment of each PAGA Member's *pro rata* share of the 25% portion of the PAGA Penalty Amount, as provided in Paragraph 16(b).

r. "Individual Settlement Payment" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 16.a.ii. below.

s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 16a.i.

t. "LWDA Payment" means the amount of One Hundred and Twelve Thousand Five Hundred Dollars (\$112,500.00) (i.e., 75% of the PAGA Penalty Amount) that the Parties have agreed to pay the LWDA for the PAGA Settlement, as set forth in Paragraph 15.

u. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members for the Settlement, which is the Gross Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys' Fees and Costs.

v. "Notice of Objection" means a Class Member's written objection to the Settlement, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based; and returned by mail to the Settlement Administrator at the specified address, postmarked on or before

1 the Response Deadline.

2 w. “Operative Complaint” means the First Amended Class Action Complaint for  
3 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et  
4 Seq., that Plaintiff will file to implement the Settlement.

5 x. “PAGA Member(s)” means all current and former non-exempt Prism employees  
6 who worked at Hyatt Regency LAX within the State of California at any time during the PAGA Period.

7 y. “PAGA Notice” means the May 8, 2023 letter Plaintiff sent to the LWDA and  
8 Defendants, providing written notice of his intent to seek civil penalties under the Private Attorneys  
9 General Act, California Labor Code section 2698, *et seq.*, for Defendants’ alleged violations of California  
10 Labor Code sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,  
11 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.

12 z. “PAGA Penalty Amount” means the allocation of One Hundred and Fifty  
13 Thousand Dollars and Zero Cents (\$150,000.00) from the Gross Settlement Amount for the PAGA  
14 Settlement. Seventy-five percent (75%) of the PAGA Penalty Amount, or \$112,500.00, will be paid to  
15 the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$37,500.00, will  
16 be distributed to PAGA Members based on their Workweeks during the PAGA Period.

17 aa. “PAGA Period” means the period from February 23, 2017 through March 18,  
18 2023, subject to the Escalator Clause in Paragraph 38 herein.

19 bb. “PAGA Settlement” means the settlement and resolution of Released PAGA  
20 Claims.

21 cc. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either  
22 Plaintiff or Defendants.

23 dd. “Preliminary Approval” means entry of the Court order granting preliminary  
24 approval of the Settlement Agreement.

25 ee. “Released Class Claims” means any and all claims under state, federal, or local  
26 law, arising out of the facts alleged in the Operative Complaint, or that could have been alleged based on  
27 the factual allegations in the Operative Complaint, arising during the Class Period, including but not  
28 limited to claims under the California Labor Code (including, *inter alia*, sections 201, 202, 203, 204,

226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

ff. “Released PAGA Claims” means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the PAGA Notice, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and California Industrial Welfare Commission Wage Orders, for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

gg. “Released Parties” means Defendants and all of their past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendants for the Released Class Claims and Released PAGA Claims.

hh. “Request for Exclusion” means a Class Member’s timely and valid written letter indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in

the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the initial mailing of the Class Notice.

jj. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 14 below.

kk. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Class Members” means all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement.

mm. “Workweeks” means the number of weeks each Class Member worked for Defendant Prism as an hourly-paid or non-exempt employee within California during the Class Period, and the number of weeks each PAGA Member worked for Defendant Prism as an hourly-paid or non-exempt employee within California during the PAGA Period, which information will be provided to the Settlement Administrator by Defendants. Workweeks are calculated by Defendants, based on the information in Defendants’ possession concerning dates worked by the Class Members and PAGA

Members. A Workweek will be credited to each employee for each week in which he or she worked one (1) or more days.

nn. “Workweeks Dispute” means a written dispute submitted by a Class Member and/or PAGA Member that: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA Member, (d) clearly states that the Class Member and/or PAGA Member disputes the number of Workweeks credited to him or her during the Class Period and/or PAGA Period and what he or she contends is the correct number(s) to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her for the Class Period and/or PAGA Period are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

### **CLASS CERTIFICATION**

9. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

10. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval of the Settlement, or if Judgment thereon not become final, the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate or inappropriate in a non-settlement context in this or any other proceeding.

### **TERMS OF AGREEMENT**

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

11. Funding of the Gross Settlement Amount. Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar

1 days of the Effective Date, Defendants will make a one-time deposit of the Gross Settlement Amount,  
2 along with any employer-side tax obligations associated with the Gross Settlement Amount, into a  
3 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of  
4 the funding of Gross Settlement Amount, the Settlement Administrator will issue payments due under the  
5 Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement  
6 Class Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA;  
7 (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement  
8 Administration Costs to the Settlement Administrator.

9 12. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose  
10 attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$400,000.00 if the  
11 Gross Settlement Amount remains \$1,200,000.00) and reimbursement of actual costs and expenses  
12 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed  
13 thirty-five thousand dollars (\$35,000.00) to Class Counsel, both of which will be paid from the Gross  
14 Settlement Amount subject to Court approval. These amounts will cover any and all work performed  
15 and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including  
16 without limitation all work performed and costs incurred to date, and all work to be performed and all  
17 costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement,  
18 including any objections raised and any appeals necessitated by those objections. Class Counsel shall  
19 be solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
20 paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class  
21 Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and  
22 bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of  
23 attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel  
24 and shall not be included within the Settlement Administration Costs. Should the Court approve the  
25 Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the  
26 lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs  
27 shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

28 13. Enhancement Payment. In recognition of Plaintiff's efforts and work in prosecuting the

1 Action, Defendants agree not to oppose or impede any application or motion for an Enhancement  
2 Payment in an amount up to twelve thousand five hundred dollars (\$12,500.00) to Plaintiff Damian Vann.  
3 The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court  
4 approval, will be in addition to any individual settlement payment(s) Plaintiff may be eligible to receive  
5 under the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the  
6 Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing  
7 this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees  
8 to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest  
9 arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to  
10 Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount  
11 approved by the Court and the amount allocated toward the Enhancement Payment will be part of the  
12 Net Settlement Amount for the benefit of Settlement Class Members.

13 14. Settlement Administration Costs. The Settlement Administrator will be paid for the  
14 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
15 estimated not to exceed Twenty Thousand Dollars (\$20,000.00). These costs, which will be paid from  
16 the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class  
17 Notice into Spanish, printing, distributing, and tracking Class Notices and other documents for this  
18 settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2  
19 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary  
20 reports and declarations, and other duties and responsibilities set forth herein to process this settlement,  
21 and as requested by the Parties. Any portion of the estimated, designated, and/or awarded Settlement  
22 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to  
23 undertake the required settlement administration duties will be part of the Net Settlement Amount for  
24 the benefit of Settlement Class Members.

25 15. PAGA Penalty Amount. Subject to approval by the Court, the Parties agree that the  
26 amount of one hundred fifty thousand dollars (\$150,000.00) from the Gross Settlement Amount will be  
27 allocated toward penalties under the Private Attorneys General Act, California Labor Code Section  
28 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$112,500.00, will

be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$37,500.00 (i.e., Individual PAGA Payment(s)) will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks during the PAGA Period.

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and PAGA Members shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Gross Settlement Amount shall revert to Defendants.

a. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.

b. Individual PAGA Payments will be calculated and apportioned from the 25% of the PAGA Penalty Amount payable to PAGA Members, based on the PAGA Members' Workweeks during the PAGA Period, as follows:

iii. The Settlement Administrator will divide 25% of the PAGA Penalty Amount by the total number of Workweeks of all PAGA Members during the PAGA Period to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement.

17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the

Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this settlement shall not in any way entitle Plaintiff, Settlement Class Members, and/or PAGA Members to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement, nor will it entitle any Settlement Class Member and/or PAGA Members to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

18. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

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

a. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement ) to all Class Members in English and Spanish via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable with a forwarding address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice within five (5) calendar days to the forwarding address. With respect to Class Notices that are returned as undeliverable without a forwarding address on or before the Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

20. Dispute Regarding Workweeks. Class Members and PAGA Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices (i.e., Workweek Dispute). The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent information and/or documentation demonstrating that Defendants' records and data are

1 inaccurate as they pertain to the number of Workweeks credited to a disputing Class Member or PAGA  
2 Member, Defendants' records will be presumed correct and determinative of the dispute. However, if a  
3 Class Member and/or PAGA Member produces information and/or documents to the contrary, the  
4 Settlement Administrator will evaluate the materials submitted by the Class Member and/or PAGA  
5 Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks  
6 that the disputing Class Member and/or PAGA Member should be credited with under the settlement.  
7 The Settlement Administrator shall make an initial determination on all disputes, however, the Court shall  
8 have the right to review any decision made by the Settlement Administrator on such disputes.

9       21. Settlement Checks. The Settlement Administrator will be responsible for undertaking  
10 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
11 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
12 PAGA Members, in accordance with this Settlement Agreement. The Settlement Administrator may, at  
13 its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a  
14 single check that combines both payments (if applicable). Each Individual Settlement Payment and  
15 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar  
16 days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with  
17 such cancelled checks will be transmitted to the State Controller's Office, Unclaimed Property Division  
18 in the name of the Settlement Class Member and/or PAGA Member. The Settlement Administrator shall  
19 undertake amended and/or supplemental tax filings and reporting, required under applicable local, state,  
20 and federal tax laws, that are necessitated due to the cancelation of any Individual Settlement Payment  
21 and Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment  
22 checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose  
23 Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

24       22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member  
25 wishing to be excluded from the Class Settlement must submit timely and valid Request for Exclusion  
26 to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. The date of  
27 the postmark on the mailing envelope will be the exclusive means to determine whether a Request for  
28 Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel

1 and Defendants' Counsel the Requests for Exclusion that were timely submitted, and also identify the  
2 individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be  
3 filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a  
4 Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class  
5 Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement  
6 and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
7 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will  
8 be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the  
9 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final  
10 Approval. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and  
11 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for  
12 Exclusion. Plaintiff shall not opt out or submit a Request for Exclusion to the Class Settlement.

13 23. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class  
14 Members who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a  
15 timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the  
16 Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain  
17 all information required by this Settlement Agreement. The postmark date will be deemed the exclusive  
18 means for determining that the Notice of Objection is timely. At no time will any of the Parties or their  
19 counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class  
20 Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also  
21 present their objection at the Final Approval Hearing, regardless of whether they submit a written  
22 objection. Prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration  
23 for filing with the Court that attaches all Notices of Objection that it receives, as an exhibit. Plaintiff  
24 shall not object to the Class Settlement.

25 24. Reports by the Settlement Administrator Regarding Settlement Administration. The  
26 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which  
27 certifies: (a) the number of Class Members and/or PAGA Members who have submitted a dispute of  
28 Workweeks; (b) the number of Class Members who have submitted timely and valid Requests for

1 Exclusion from or timely and valid Notices of Objection to the Class Settlement; and (c) the number of  
2 undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to  
3 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement  
4 as needed or requested, and immediately notify the Parties when it receives a request from an individual  
5 or any other entity regarding inclusion in the Class and/or Settlement. The Settlement Administrator  
6 shall provide a declaration that identifies the individuals who have submitted a timely and valid Request  
7 for Exclusion, identifies the individual who have submitted Notices of Objection, and attaches the  
8 Notices of Objection that it has received, that is to be filed with the Court by Class Counsel in advance  
9 of the Final Approval Hearing.

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

13 26. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be  
14 allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and other  
15 non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the  
16 portions allocated to interest, penalties, and other non-wage damages will be reported on an IRS Form-  
17 1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share  
18 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and  
19 issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of  
20 their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual  
21 PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes  
22 or withholdings, and will be reported on an IRS Form-1099, if necessary. The employer's share of taxes  
23 and contributions on the wages portion of Individual Settlement Shares will be paid separately and in  
24 addition to the Gross Settlement Amount.

25 27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
26 will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Members, and Class  
27 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to  
28 this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all

1 payroll taxes, contributions, and withholdings to the appropriate government authorities.

2 28. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not  
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
5 Class Members, and PAGA Members will be solely responsible for correctly characterizing any  
6 compensation received under the Settlement on his/her personal income tax returns and paying any and  
7 all taxes due for any and all amounts paid to them under the Settlement.

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

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

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

7 31. Release of Released Class Claims. Upon the Effective Date and full funding of the Gross  
8 Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for  
9 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released,  
10 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

11 32. Release of Released PAGA Claims. Upon the Effective Date and full funding of the Gross  
12 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA  
13 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,  
14 and discharged the Released Parties of all Released PAGA Claims.

15 33. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full  
16 funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully released and discharged  
17 the Released Parties of and from all claims arising from his employment with Defendants, separation of  
18 employment from Defendants, and any acts that have or could have been asserted in any legal action or  
19 proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,  
20 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,  
21 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income  
22 Security Act, National Labor Relations Act, California Corporations Code, California Business and  
23 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment  
24 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for  
25 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment  
26 compensation, emotional distress, medical expenses, other economic and non-economic damages,  
27 attorneys' fees and costs, arising on or before the date on which the Settlement is executed. With respect  
28 to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and

all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff's intention to settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting and submitting this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing deadline. Defendants agree not to oppose the motion as long as it is consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;

1 e. Approving, as to form and content, the mutually-agreed upon and proposed Class  
2 Notice and directing its mailing to the Class by First-Class Mail;

3 f. Approving the manner and method for Class Members to request exclusion from  
4 or object to the Class Settlement as contained herein and within the Class Notice; and

5 g. Scheduling a Final Approval Hearing at which the Court will determine whether  
6 the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class  
7 Members, State of California, and PAGA Members.

8 35. Duties of the Parties With Respect to Obtaining Final Approval of the Settlement. After  
9 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to  
10 determine whether Final Approval of the Settlement should be granted, along with the amounts properly  
11 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;  
12 (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The  
13 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response  
14 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval  
15 of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing  
16 deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed  
17 order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part,  
18 the following:

19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
20 consummation of its terms and provisions;

21 b. Certification of the Class for settlement purposes;

22 c. Awarding Attorneys' Fees and Costs to Class Counsel;

23 d. Awarding Enhancement Payment to Plaintiff;

24 e. Awarding Settlement Administration Costs to Settlement Administrator;

25 f. Directing Defendants to fund all amounts due under the Settlement Agreement  
26 and ordered by the Court; and

27 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
28 conformity with California Rules of Court 3.769 and the Settlement Agreement.

1           36.    Withdrawal and Termination of Settlement.

2           a.     If five percent (5%) or more of the Class Members submit timely and valid  
3 Requests for Exclusion, Defendants may elect to unilaterally withdraw and terminate the Settlement  
4 Agreement no later than five (5) court days prior to the date of the Final Approval Hearing. Defendants  
5 must exercise this right of withdrawal and termination of the Settlement in writing that is provided to  
6 Class Counsel and to the Settlement Administrator within twenty-one (21) calendar days of the Response  
7 Deadline. If Defendants exercises this option, Defendants shall pay any costs of settlement administration  
8 owed to the Settlement Administrator incurred up to that date.

9           37.    Effects of Termination of the Settlement. Termination of the Settlement Agreement shall  
10 have the following effects, except as otherwise specifically provided herein:

11           a.     The Settlement Agreement shall be void and shall have no force or effect, and no  
12 Party shall be bound by any of its terms;

13           b.     In the event the Settlement Agreement is terminated, Defendants shall have no  
14 obligation to make any payments to any Party, Class Member or attorney, except that the terminating  
15 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
16 Administrator is notified that the Settlement has been terminated;

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

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

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

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

1           38.     Escalator Clause. Defendants represent that there were approximately 65,780 Workweeks  
2 during the period February 23, 2017 to March 18, 2023 (i.e., the Class Period). If it is determined that the  
3 total number of Workweeks during the Class Period actually exceeds 65,780 by more than ten percent  
4 (10%) (i.e., if the total number of Workweeks for the stated period exceed 72,358), then, the Gross  
5 Settlement Amount will be increased on a proportional basis by the same number of percentage points  
6 above ten percent (10%) (e.g., if the number of Workweeks for the time period of February 23, 2017 to  
7 March 18, 2023 actually exceeds 65,780 by 11% to 73,016 Workweeks, the Gross Settlement Amount  
8 will increase by 1%). As an alternative to paying an increased Gross Settlement Amount, Defendants  
9 may select an earlier end date for the Class Period which brings the total workweeks below 72,358  
10 Workweeks. If Defendants opt to select an earlier end date for the Class Period, Defendants must notify  
11 Class Counsel of their decision to do so at least thirty (30) calendar days before the Preliminary  
12 Approval hearing date.

13           39.     Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will  
14 have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6  
15 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and  
16 enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-  
17 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

21           41.     Limitation on Publicity. Neither Plaintiff nor Class Counsel will make any public  
22 disclosure of the Settlement or discuss the Settlement with anyone other than those necessary to  
23 effectuate the filing of the Motion for Preliminary Approval, until after the Motion for Preliminary  
24 Approval is filed. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will  
25 encourage him to adhere to, the restriction against any public disclosure of the Settlement. Prior to and  
26 following Preliminary Approval of the Settlement, neither Plaintiff nor Class Counsel will have any  
27 communications with any media other than to direct any media inquiries to the public records of the  
28 Action on file with the Court. Prior to and following Preliminary Approval of the Settlement, neither

1 Plaintiff nor Class Counsel will publicize the Settlement, including on social media. Class Counsel will  
2 take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the  
3 restriction against any media or social media comment on the Settlement or its terms. Class Counsel  
4 further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes.  
5 Nothing herein will restrict Class Counsel from including publicly available information regarding this  
6 Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.  
7 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to  
8 the LWDA in conformity with PAGA.

9 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
11 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
12 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement  
13 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,  
14 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or  
15 contradict the terms of this Settlement Agreement.

16 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the  
17 Action (including with respect to California Code of Civil Procedure section 583.310), except such  
18 proceedings necessary to implement and complete the Settlement Agreement, pending the Final  
19 Approval Hearing to be conducted by the Court.

20 44. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,  
21 the Parties may not amend or modify any provision of this Settlement Agreement except by written  
22 agreement signed by counsel for all of the Parties. After the filing of the motion for preliminary approval  
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
24 except by written agreement signed by counsel for all of the Parties and subject to Court approval. A  
25 waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any  
26 other provision.

27 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant  
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
3 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
4 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement  
5 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to  
6 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
7 provisions that otherwise might apply under state or federal law.

8 46. Signatories. It is agreed that because the Class Members and Aggrieved Employees are  
9 so numerous, it is impossible or impractical to have each of them execute this Settlement Agreement.  
10 The Class Notice will advise all Class Members and PAGA Members of the binding nature of the Class  
11 Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as to  
12 the PAGA Members, and the release shall have the same force and effect as if this Settlement Agreement  
13 were executed by each Settlement Class Member and PAGA Member.

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

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

18 49. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
19 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
20 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the  
21 signature page, will be deemed to be one and the same instrument.

22 50. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this  
23 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
24 this settlement after arm's-length negotiations with the assistance of a neutral mediator and in the  
25 context of adversarial litigation, taking into account all relevant factors, present and potential. The  
26 Parties further acknowledge that they are each represented by competent counsel and that they have had  
27 an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement  
28 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the

reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

52. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

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

55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

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

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

58. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.  
Joanna Ghosh, Esq.  
Yasmin Hosseini, Esq.  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

To Defendants:

Boris Sorsher, Esq.  
Kristina Noel Buan, Esq.  
**FISHER & PHILLIPS LLP**  
2050 Main Street, Suite 1000  
Irvine, California 92614

59. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment will be required to be provided to the Class.

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may

become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

61. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

**IT IS SO AGREED.**

Dated: 10/30/2024, 2024

**PLAINTIFF DAMIAN VANN**

Electronically Signed 2024-10-30 21:02:06 UTC - 200.113.234.181  
  
Nintex AssureSign® 3db62b45-c304-485c-a583-b219014a894c

Damian Vann, Plaintiff

Dated: \_\_\_\_\_, 2024

**DEFENDANT PRISM HOSPITALITY, LP**

\_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Prism Hospitality, LP

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

61. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

**IT IS SO AGREED.**

**PLAINTIFF DAMIAN VANN**

Dated: \_\_\_\_\_, 2024  
\_\_\_\_\_  
Damian Vann, Plaintiff

**DEFENDANT PRISM HOSPITALITY, LP**

Dated: 10/28/2024, 2024  
\_\_\_\_\_  
Signed by:  
*Karen Kovach*  
A3D0301CB00B40A...  
\_\_\_\_\_  
Full Name: Karen Kovach  
Title: Vice President  
On behalf of Prism Hospitality, LP

**DEFENDANT SWC CA LAX LLC dba HYATT  
REGENCY LOS ANGELES INTERNATIONAL  
AIRPORT**

Dated: \_\_\_\_\_, 2024  
\_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

1 become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the  
2 assistance of the Mediator and then the Court to resolve such disagreement.

3 61. Integration Clause. This Settlement Agreement contains the entire agreement between  
4 the Parties relating to the Settlement and transaction contemplated hereby, and all prior or  
5 contemporaneous agreements, understandings, representations, and statements, whether oral or written  
6 and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be  
7 waived except in writing.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this  
9 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

10 **IT IS SO AGREED.**

11 **PLAINTIFF DAMIAN VANN**

12  
13 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Damian Vann, Plaintiff

14  
15  
16 **DEFENDANT PRISM HOSPITALITY, LP**

17 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Full Name: \_\_\_\_\_

18  
19 Title: \_\_\_\_\_  
20 On behalf of Prism Hospitality, LP

21  
22  
23 **DEFENDANT SWC CA LAX LLC dba HYATT**  
24 **REGENCY LOS ANGELES INTERNATIONAL**  
25 **AIRPORT**

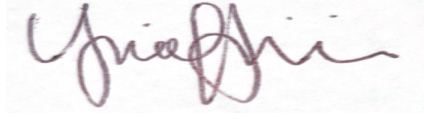
26 Dated: NOV 22, 2024

\_\_\_\_\_  
27 Full Name: CORY A CARLSON  
28 Title: PRESIDENT, CEO

On behalf of SWC CA LAX LLC dba Hyatt Regency Los Angeles International Airport

**APPROVED AS TO FORM**

**LAWYERS *for* JUSTICE, PC**



Dated: October 30, 2024

Arby Aiwarzian  
Joanna Ghosh  
Yasmin Hosseini  
*Attorneys for Plaintiff and Proposed Class Counsel*

**FISHER & PHILLIPS LP**

Dated: \_\_\_\_\_, 2024

Boris Sorsher  
Kristina Noel Buan  
*Attorneys for Defendants Prism Hospitality, LP and SWC CA LAX LLC Hyatt Regency Los Angeles International Airport*

On behalf of SWC CA LAX LLC dba Hyatt Regency Los Angeles International Airport

**APPROVED AS TO FORM**

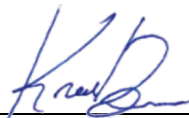
**LAWYERS *for* JUSTICE, PC**

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Arby Aiwarzian  
Joanna Ghosh  
Yasmin Hosseini  
*Attorneys for Plaintiff and Proposed Class Counsel*

**FISHER & PHILLIPS LP**

Dated: October 30, 2024

  
\_\_\_\_\_  
Boris Sorsher  
Kristina Noel Buan  
*Attorneys for Defendants Prism Hospitality, LP and SWC CA LAX LLC Hyatt Regency Los Angeles International Airport*

# **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Damien Vann v. Prism Hospitality, LP, et al.***  
**Superior Court of California for the County of Los Angeles, Case No. 21STCV07019**

### **PLEASE READ THIS NOTICE CAREFULLY.**

**You have received this Notice because Defendants' 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 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 that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Damian Vann ("Plaintiff") and Defendants Prism Hospitality, LP ("Prism") and SWC CA LAX, LLC dba Hyatt Regency Los Angeles International Airport ("Hyatt Regency LAX") (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Damien Vann v. Prism Hospitality, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV07019 ("Action"), 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.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                          | If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Share and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and/or Released PAGA Claims against Defendants that are covered by this Settlement.                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>                     | If you do not want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion by [Response Deadline]. Once you opt out of the Class Settlement, you will no longer be eligible for an Individual Settlement Share.                                                                                                       |
| <b>The Opt-out Deadline is</b>                                                                 | You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).                                                                                                                                                                                                                           |
| <b>Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement</b> | All Class Members who do not opt-out of the Class Settlement ("Settlement Class Members") may object to the Class Settlement by sending the Settlement Administrator a written Objection. See Section IV.C of this Notice. Settlement Class Members may also present their objection at the Final Approval Hearing, regardless of whether they submit a written objection.                                                           |
| <b>Written Objections Must be Submitted by</b>                                                 | Settlement Class Members cannot object to the PAGA Settlement.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Final Approval Hearing</b>                                                                  | The Court's Final Approval Hearing is scheduled to take place on [ ] on [ ] at [ ]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section IV.C of this Notice. |

|                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>You Can Challenge the Calculation of Your Workweeks</b></p> <p><b>Written Challenges Must be Submitted by</b></p> <p><b>[REDACTED]</b></p> | <p>The amount of your Individual Settlement Share and Individual PAGA Payment (if any) depends on how many Workweeks you were determined to have worked during the Class Period and/or PAGA Period. If you disagree with either of the numbers below, you must submit a Workweeks Dispute to the Settlement Administrator. See Section <b>III.B</b> of this Notice.</p> <p><b>You have been credited with [REDACTED] Workweeks during the Class Period.</b></p> <p><b>You have been credited with [REDACTED] Workweeks during the PAGA Period</b></p> |

## **I. IMPORTANT DEFINITIONS**

“**Class**” shall mean all non-exempt, hourly Prism employees who worked at Hyatt Regency LAX within the State of California between February 23, 2017 through **[March 18, 2023, subject to change in accordance with the Escalator Clause]**.

“**Class Member(s)**” means a member of the Class.

“**Class Period**” means the time period from February 23, 2017 through **[March 18, 2023, subject to change in accordance with the Escalator Clause]**.

“**Class Settlement**” means the settlement and resolution of the Released Class Claims (described in Section III.D below).

“**PAGA Member(s)**” means all current and former non-exempt Prism employees who worked at Hyatt Regency LAX within the State of California at any time during the PAGA Period.

“**PAGA Period**” means the time period from February 23, 2017 through **[March 18, 2023, subject to change in accordance with the Escalator Clause]**.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

## **II. BACKGROUND OF THE LAWSUIT**

On February 23, 2021, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV07019. On May 8, 2023, Plaintiff provided written notice to the LWDA by online submission and to Defendants by Certified Mail of his intent to seek civil penalties for Defendants’ alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-CM-953599-23 (“PAGA Notice”).

On December 10, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action, which effectively added SWC CA LAX, LLC as a named defendant and added a cause of action asserting a violation under (i.e., Operative Complaint).

Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, and conduct that gives rise to penalties under California Labor Code sections 2698 (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that it violated any law .

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Phoenix Settlement Administrators] as the administrator of the Settlement (“Settlement Administrator”) and Plaintiff Damian Vann as representative of the Class (“Class Representative”) and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian  
Joanna Ghosh  
Yasmin Hosseini  
**Lawyers for Justice, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Members. Plaintiff and Defendants, 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 Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The gross settlement amount is [One Million Two Hundred Dollars (\$1,200,000), subject to increase in accordance with the Escalator Clause] (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, of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$400,000.00, if the Gross Settlement Amount remains \$1,200,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00) to Plaintiff for his services in the Action; (3) the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”); and (4) Settlement Administration Costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to the Settlement Administrator. The PAGA Penalty Amount will be distributed 75% to the LWDA (i.e., \$112,500.00) (“LWDA Payment”) and the remaining 25% (i.e., \$37,500.00) will be distributed to PAGA Members.

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 Prism as an hourly-paid or non-exempt employee within California during the Class Period, and the number of weeks each PAGA Member worked for Defendant Prism as an hourly-paid or non-exempt employee within California during the PAGA Period, which information will be provided to the Settlement Administrator by Defendants. Workweeks are calculated by Defendants, based on the information in Defendants’ possession concerning dates worked by the Class Members and PAGA

Members. A Workweek will be credited to each employee for each week in which he or she worked one (1) or more days (“Workweeks”).

The Settlement Administrator has divided each Class Member’s individual number of Workweeks worked during the Class Period by the number of Workweeks worked by all Class Members during the Class Period, and then multiplied this figure by the Net Settlement Amount to yield his or her estimated Individual Settlement Share he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other 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 Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of all payroll taxes in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount (“Individual PAGA Payment”) based on Workweeks during the PAGA Period.

The Settlement Administrator has divided each PAGA Member’s individual number of Workweeks worked during the PAGA Period by the number of Workweeks worked by all PAGA Members during the PAGA Period, and then multiplied this figure by the 25% portion of the PAGA Penalty Amount to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Shares will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this 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 Based on Defendant's Records**

According to Defendant’s records:

- From February 23, 2017 through [March 18, 2023, subject to change in accordance with the Escalator Clause] (i.e., the Class Period), you are credited as having worked [ ] Workweeks.
- From February 23, 2017 through [March 18, 2023, subject to change in accordance with the Escalator Clause] (i.e., the PAGA Period), you are credited as having worked [ ] Workweeks.

If you wish to dispute the Workweeks credited to you, you may submit a written dispute (“Workweeks Dispute”), which: (a) contains the case name and number of the Action, (b) is signed by the Class Member, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or PAGA Member, (d) clearly states that the Class Member and/or PAGA Member disputes the number of Workweeks credited to him or her during the Class Period and/or PAGA Period and what he or she contends is the correct number(s) to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her for the Class Period and/or PAGA Period are correct, and (f) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked or delivered on or before [Response Deadline].

**C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks 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.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and each Class Member who do not submit a timely and valid Request for Exclusion (i.e., 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 Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Members, and all PAGA Members 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 under state, federal, or local law, arising out of the facts alleged in the Operative Complaint, or that could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including but not limited to claims under the California Labor Code (including, inter alia, sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay wages (including, inter alia, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. based on the aforementioned.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the PAGA Notice, arising during the PAGA Period, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 2267, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and California Industrial Welfare Commission Wage Orders, for failure to pay wages (including, inter alia, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

“Released Parties” means Defendants and all of their past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendants for the Released Class Claims and Released PAGA Claims.

**E. Attorneys' Fees and Costs to Class Counsel**

Class Counsel will seek attorneys' fees in an amount up to one-third (1/3) of the Gross Settlement Amount (i.e., up to \$400,000.00 if the Gross Settlement Amount remains \$1,200,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (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 Members 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 Payment to Plaintiff**

Plaintiff will seek the amount of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Share and/or Individual PAGA Payment that he is entitled to under the Settlement.

**G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars (\$20,000.00) (“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 Opt Out Requests, Objections, and Workweeks Disputes, calculating Individual Settlement Shares 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 Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Share 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 described in Section III.D above.

If you are a PAGA Member 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 described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their 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 indicating a request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before [Response Deadline]**.

[Administrator]

[Mailing Address]

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 Members 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**

Class Members may object to the Class Settlement, as long as they have not submitted a Request for Exclusion from the Class Settlement, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing .

A Notice of Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked or delivered on or before [Response Deadline].

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department SSC1 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N Spring St, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

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

### **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 court records, including the Final Approval Order and Judgment, in the Action at the Los Angeles County Superior Court, Spring Street Courthouse, 312 N Spring St, Los Angeles, California 90012, during Court business hours, Monday through Friday (except Court holidays) or online for a fee or at a minimal charge at the Los Angeles County Superior Court’s website (<https://www.lacourt.org/website/FindaCase.aspx>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. 21STCV07019).

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

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].**