

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Arianna Razi (SBN 356930)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

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

**[FURTHER REVISED PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

1 This matter came before the Honorable Stuart M. Rice in Department SSC1 of the Superior
2 Court of the State of California, for the County of Los Angeles, on February 19, 2025 at 10:30 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Damian Vann ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Fisher & Phillips, LLP appears
6 as counsel for Defendants Prism Hospitality, LP and SWC CA LAX dba Hyatt Regency Los Angeles
7 International Airport (together, "Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the First Amended Stipulation of Class Action and
13 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT
14 1" to the Further Supplemental Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

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

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and each
24 other's respective positions. It further appears to the Court that the Settlement, at this time, will
25 avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be
26 presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Settlement
3 Administration Costs, and payments to the Settlement Class Members and PAGA Members
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and PAGA Members are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues.

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

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All non-exempt, hourly Prism employees who worked at Hyatt Regency LAX within
23 the State of California between February 23, 2017 through March 18, 2023.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini,
25 and Arianna Razi of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Damian Vann as the representative of the
27 Class ("Class Representative").

28 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
handle the administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days of the date on which the Court enters this
2 Order, Defendant shall provide the Settlement Administrator with the following information about
3 each Class Member and/or PAGA Member: full name, last-known mailing address, Social Security
4 Number, and start dates and end dates worked for Defendants during the Class Period and, if
5 applicable, during the PAGA Period, the number of Workweeks for the time period February 23,
6 2017 through March 18, 2023, and such other information and data as necessary for the Settlement
7 Administrator to independently calculate the Workweeks (collectively referred to as the “Class
8 List”) in conformity with the Settlement Agreement.

9 11. The Court approves, both as to form and content, the revised Notice of Class Action
10 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
11 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
12 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
13 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
14 Exclusion, of Class Members’ and PAGA Members’ right to dispute the Workweek(s) credited to
15 each of them, and of each Settlement Class Member’s right and opportunity to object to the Class
16 Settlement. The Court further finds that distribution of the Class Notice substantially in the manner
17 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
18 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
19 due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
20 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen
21 (14) calendar days after receiving the Class List from Defendants, pursuant to the terms set forth in
22 the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
26 for Exclusion no later than which is sixty (60) calendar days from the initial mailing of the Class
27 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
28 shall be extended by fifteen (15) calendar days from the initial mailing of the Class Notices. Any

Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final Approval. All PAGA Members will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

13. The table set forth below shows the calculation of the estimated Net Settlement Amount, to be distributed pursuant to the Settlement:

Gross Settlement Amount	\$1,200,000.00
Attorneys' Fees	\$400,000.00
Attorneys' Costs	\$35,000.00
Enhancement Payment	\$12,500.00
Settlement Administration Costs	\$20,000.00
LWDA Payment	\$112,500.00
Net Settlement Amount to be paid to Settlement Class Members	\$620,000.00

In addition to the Net Settlement Amount, \$37,500.00 will be distributed to PAGA Members on a *pro rata* basis.

14. A Final Approval Hearing shall be held before this Court on August 28, 2025 at 10:30 a.m. in Department SSC1 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair,

adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, and Settlement Administration Costs.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by August 6, 2025, to be heard at the Final Approval Hearing.

16. To object to the Class Settlement, Class Members who have not opted out of the Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement, including and not limited to the factual and legal basis for objecting to the Class Settlement. Settlement Class Members may also present their objection at the Final Approval Hearing, regardless of whether they submit a written objection.

17. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law. except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

18. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,

1 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
2 vacated, and the Parties shall revert back to their respective positions as of before entering into the
3 Settlement Agreement.

4 19. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members and retains jurisdiction to consider all further applications arising out of or connected with
7 the Settlement.

8 **IT IS SO ORDERED.**

9
10 Dated: _____

By: _____

The Honorable Stuart M. Rice
Judge of the Superior Court

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

You Don’t Have to Do Anything to Participate in the Settlement	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.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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.
The Opt-out Deadline is	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).
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	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.
Written Objections Must be Submitted by	Settlement Class Members cannot object to the PAGA Settlement.
Final Approval Hearing	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.

You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	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 III.B of this Notice. You have been credited with [REDACTED] Workweeks during the Class Period. You have been credited with [REDACTED] Workweeks during the PAGA Period

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.

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

“**Class Period**” means the time period from February 23, 2017 through March 18, 2023.

“**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.

“**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 First Amended 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
Arianna Razi
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 (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) 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 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From February 23, 2017 through March 18, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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, reasonably arising out of the facts alleged in the Operative Complaint, or that reasonably 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, reasonably 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) 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].