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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANA MARIA MENDOZA-HERNANDEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PACIFIC SNOW VALLEY RESORT, LLC, a California limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. CIVSB2314151 [*Assigned to Hon. Joseph T. Ortiz, Dept. S-17*] **DECLARATION OF MILAN MOORE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: June 12, 2025 Time: 9:00 a.m. Dept.: S-17

DECLARATION OF MILAN MOORE

I, MILAN MOORE, declare as follows:

1. I am an Associate with Lidman Law, APC, counsel for named Plaintiff Ana Maria Mendoza-Hernandez ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an employment litigation boutique, where I successfully represented employees in discrimination, harassment, retaliation and wrongful termination cases in both state and federal court. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to compel, drafting mediation briefs, and attending mediations.

3. Since June 11, 2018, I have worked as an associate at my current firm, Lidman Law, APC. I am currently staffed on approximately seventy (70) active wage and hour class action lawsuits in both state and federal court.

4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge

Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

5. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

6. Defendant Pacific Snow Valley Resort, LLC ("Defendant") does business as a ski resort. On June 21, 2023, Plaintiff filed a class action Complaint against Defendant in San Bernardino County Superior Court, in the matter entitled *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC* (the "Action") alleging the following class action claims: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to provide accurate, itemized wage statements; (4) failure to timely pay all wages upon termination; (5) failure to pay all vacation wages; and (6) unfair competition. On March 25, 2025, to effectuate the terms of the Settlement, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under the Private Attorneys General Act ("PAGA").

7. After agreeing to participate in mediation, Defendant informally produced documents and information relevant to the claims alleged in advance of mediation, including without limitation timekeeping and payroll data for the putative class, as well as written wage and hour policies.

Additionally, Defendant produced information and data points needed for a productive mediation, including without limitation, the number of putative class members, workweeks at issue, pay periods at issue, and compensation policies. After a review and analysis of the documents and information produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

8. On November 26, 2024, after extensive research and analysis, including a detailed analysis of Defendant's potential exposure by Plaintiff, a mediation was held with Jeffrey Fuchsman, Esq., a well-respected mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution by agreeing to a mediator's proposal. In the months that followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement"). A true and correct copy of the Settlement is attached hereto as **Exhibit 1.** The proposed Class Notice is attached as Exhibit 2 to the Settlement.

9. If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA") of $320,000.[1] Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	**$320,000.00**
Minus Court-approved attorneys' fees (1/3 of GSA):	$106,666.66
Minus Court-approved, verified costs (up to):	$15,000.00
Minus Court-approved Class Representative Service Award (up to):	$10,000.00
Minus Settlement Administration Costs:	$7,950.00
Minus PAGA Penalties to LWDA:	$22,500.00

[1] Defendant represents that there are an estimated 11,504 workweeks worked by the class members during the Class Period. If the number of pay periods worked during the Class Period is more than 10% greater than this figure (i.e., if there are 12,655 or more pay periods worked by the settlement Class Members during the Class Period), Defendant agrees to increase the Gross Settlement Amount on a proportional basis (i.e., if there was 12% increase in the number pay periods worked during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 2%). *See* Settlement ¶ 3.D.

Minus PAGA Penalties to Aggrieved Employees:	$7,500.00
Net Settlement Amount ("NSA"):	**$150,383.34**

The Gross Settlement Amount shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class members. Defendant agrees to deposit the Gross Settlement Amount in nine (9) monthly equal installments of $35,555.56 each, with the first payment due within 30 days of the Court entering an order granting preliminary approval. Defendant agrees to deposit with the Settlement Administrator the employer's share of payroll taxes by no later than the deadline of the ninth installment payment. Exh. 1 (Settlement ¶ 4.B).

After deducting amounts for the Court-approved attorneys' fees and verified costs, Service Award to Plaintiff, and Settlement Administrator costs, and PAGA penalties, the Settlement requires Defendant to pay a Net Settlement Amount ("NSA") of at least **$150,383.34** to all Settlement Class Members who do not timely opt out.

10. According to Defendants, there are approximately 185 total Settlement Class members defined as:

> All current and former non-exempt employees employed by Defendant in California during the period of June 21, 2019 to February 24, 2025 or preliminary approval of the settlement, whichever is sooner.

Thus, the average Individual Settlement Awards (assuming there are no opt-outs) is projected to be approximately **$812.88**. Based on these formulas, with approximately 11,504 workweeks during the Class Period, the Net Settlement equates to about $13.07 per workweek ($150,383.34/11,504).

11. Settlement Class members' claims arise from Defendant's common, uniform policies and practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to provide accurate, itemized wage statements; (4) failure to timely pay all wages upon termination; (5) failure to pay all vacation wages; and (6) engagement in unfair competition.

12. As described in the accompanying Motion for Preliminary Approval, Plaintiff alleges that Defendant failed to provide its non-exempt employees all required meal periods. Specifically, Plaintiff alleges that Defendant failed to provide 30-minute meal periods before the end of the fifth hour of work and/or or failed to provide a meal period at all. Plaintiff estimates an approximate 42 percent non-compliant rate, with non-exempt employees working five (5) days per week over 6.0 hours, and calculates Defendant's exposure at $406,103 (11,504 workweeks x 5 shifts over 6.0 hours/week x .42 violation rate x $16.82 average hourly rate).

13. Conversely, Defendant contends that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification, since individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. Accordingly, Plaintiff discounted the maximum exposure by 30% for the risk of non-certification, and an additional 45% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $156,349.66.

14. Plaintiff further alleges that Defendant failed to provide any rest periods on shifts worked in excess of 3.5 hours due to the work demands imposed. Based on an estimated one rest period violation per shift, Plaintiff estimates Defendant's liability at $966,911 (11,504 workweeks x 5 shifts over 3.5 hours/week x $16.81 average hourly rate).

15. Defendant contends that its policies and procedures authorized and permitted Settlement Class Members to take all off-duty rest periods in compliance with California law. Defendant also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized

and permitted to take a compliant rest period, which would evolve into an unmanageable series of mini-trials. Accordingly, Plaintiff discounted the maximum exposure by 20% for the risk of non-certification, and an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated exposure of $309,411.52.

16. Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor Code section 226 as a result of the alleged unpaid meal and rest period premium wages described above. Plaintiff's data analysis reflected that there were approximately 2,626 wage statements issued during the relevant time period. Therefore, Plaintiff calculated Defendant's maximum exposure for wage statement violations at approximately $260,650 (($50.00 x 39 current employees) + ($100.00 x 2,587 subsequent wage statements)).

17. Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. As such, Plaintiff discounted the calculated exposure by 20% for a risk of non-certification and an additional 20% for a risk of being unsuccessful on the merits, to arrive at an estimated total of $166,816.00.

18. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages, i.e., meal and rest period premiums, upon the separation of employment. There are approximately 100 Settlement Class Members who have separated their employment during the relevant time period. Therefore, Plaintiff calculated Defendant's maximum exposure for waiting time penalties at approximately $403,440 (8 hours x $16.81 average hourly rate x 30 days x 100 former employees).

19. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Accordingly, Plaintiff discounted the maximum exposure by 40% for the risk of non-certification, and an additional 45% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of $133,135.20.

20. Plaintiff seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Plaintiff calculated Defendant's maximum exposure at $262,600 (2,626 pay periods x $100 initial violation rate).

21. Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum exposure figure by 40% for a risk of being unsuccessful on the merits, and an additional 55% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of $70,902.00.

22. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $836,614.38. The proposed settlement of $320,000.00 therefore represents approximately 38.25% of the reasonably forecasted recovery for the Settlement Class. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class Members, and will still provide an average recovery to Settlement Class Members of *over $812*.

23. Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be $106,666.66, and up to $15,000 in verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendants' documents and policies, analyzing Settlement Class Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the final approval papers and attending the Final Approval hearing.

24. Lidman Law, APC and Haines Law Group, APC do not have any conflict of interest with the Settlement Class.

25. Plaintiff has provided written approval of the split of attorneys' fees in this action.

26. Plaintiff will seek a service award of $10,000.00 at the time of seeking final approval, and I believe this is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of the Settlement Class members, including the risk that she could be liable for Defendant's costs if this case was unsuccessful. Plaintiff was integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to Class Counsel, attending multiple meetings and conferences with Class Counsel to discuss the claims and theories at issue in the litigation, participating in mediation, and otherwise actively participating in the prosecution of her claims.

27. Although the parties engaged in informal discovery throughout this action, the parties still had significant discovery to complete in formal litigation had the matter not settled. Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. Even if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 8, 2025, at El Segundo, California.

Milan Moore

Milan Moore

EXHIBIT 1

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Ana Maria Mendoza-Hernandez ("Plaintiff"), individually and on behalf of all members of the Settlement Class, defined below, and Defendant Pacific Snow Valley Resort, LLC ("Defendant") (Plaintiff and Defendant are referred to herein collectively as the "Parties"). Plaintiff and the Settlement Class are represented by Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group ("Class Counsel"). Defendant is represented by Scott K. Dauscher and David Kang of Atkinson, Andelson, Loya, Ruud & Romo.

This settlement resolves a lawsuit that was filed by Plaintiff against Defendant on June 21, 2023 in San Bernardino County Superior Court, in the matter initially entitled *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC,* Case No. CIVSB2314151 (the "Action"). The operative complaint, the First Amended Complaint ("FAC"), in this Action alleges that Defendant (a) failed to provide meal periods; (b) failed to authorize and permit rest periods; (c) failed to provide accurate, itemized wage statements; (d) failed to timely pay all wages upon termination; (e) failed to pay all vacation wages; (f) engaged in unfair competition; and (g) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* ("PAGA").

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to certification of the following Settlement Class:

> All current and former non-exempt employees employed by Defendant in California during the period of June 21, 2019 to February 24, 2025 or preliminary approval of the settlement, whichever is sooner (the "Class Period").

For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that Plaintiff will represent the following aggrieved employees for purposes of recovering PAGA penalties ("PAGA Employees"):

> All current and former non-exempt employees employed by Defendant in California between June 21, 2022 through February 24, 2025 or preliminary approval of the settlement, whichever is sooner (the "PAGA Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Amended Complaint**. As part of this Settlement and in conjunction with obtaining preliminary approval of the Settlement, the Parties agree to stipulate that Plaintiff be granted leave to file its First Amended Complaint to add a cause of action for civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* ("PAGA"). Defendant's cooperation is solely for purposes of settlement and Defendant expressly disputes the cause of action and allegations in the First Amended Complaint and does not waive any rights or defenses to the First Amended Complaint or claims therein by its consent to the filing of the First Amended Complaint for settlement purposes.

3. **Releases by Settlement Class.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant and each of its past and present agents, officers, directors, employees, owners, shareholders, investors, members, payroll agents, attorneys, parents, subsidiaries, sister entities, joint and/or integrated employers, affiliates, predecessors, successors, assigns, alter-egos, insurers and/or third-party administrators, including all entities and persons associated with Pacific Snow Valley Resort, LLC, and all other persons and entities related thereto (collectively the "Released Parties"), as follows:

A. Settlement Class members will release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations or Labor Code and IWC Wage Order sections in the FAC, including claims for: (a) failure to provide meal periods; (b) failure to authorize and permit all rest periods; (c) failure to provide accurate, itemized wage statements; (d) all claims for waiting time penalties; (e) failure to pay all vacation wages; (f) all claims for unfair business practices that could have been premised on the claims, causes of action or legal theories plead in the FAC; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that could have been premised on the claims, causes of action or legal theories pled in the FAC; and (h) all damages, penalties, interest, costs (including attorney fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the FAC (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release.

B. PAGA Release: PAGA Employees, including Plaintiff and the Settlement Class members as well as those who opt-out from the Class portion of the Settlement, will release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") which were pled in the letter to the LWDA dated June 21, 2023 (**Exhibit 1**) and the First Amended Complaint in the Action, or which could have been pled based upon the facts or Labor Code and IWC Wage Order sections alleged in the operative First Amended Complaint in the Action that arose during the PAGA Period including the following alleged violations: (a) failure provide meal periods; (b) failure to authorize and permit rest periods; (c) failure to provide accurate, itemized wage statements; (d) failure to timely pay all wages upon termination; and (e) failure to pay all vacations wages (collectively, "PAGA Released Claims"). The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period.

C. In light of her Class Representative Service Award, Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement by Plaintiff does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims, pending or otherwise and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation; and (ii) rights or claims arising out of this Settlement.

D. The releases identified herein will become effective upon the date on which Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes ("Effective Date of the Releases").

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary gross amount ("Gross Settlement Amount") of Three Hundred Twenty Thousand Dollars and Zero Cents ($320,000.00) (unless such Gross Settlement Amount is increased pursuant to Paragraph 4.E below) in full and complete settlement of this matter, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement. All administrative costs due and owing to the Settlement Administrator shall be paid from the Gross Settlement Amount.

B. Defendant shall fully fund the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause) and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator in nine (9) monthly equal installments of $35,555.56 each, with the first payment due within thirty (30) days of the Court entering an order granting preliminary approval. Any increase to the Gross Settlement Amount due pursuant to the Escalator Clause shall be deposited with the Settlement Administrator no later than thirty (30) days after the ninth installment payment. Defendant shall deposit with the Settlement Administrator the employer's share of payroll taxes by no later than the deadline for the ninth installment payment.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Seven Thousand Nine Hundred Fifty Dollars and Zero Cents ($7,950.00);

(3) Up to Ten Thousand Dollars and Zero Cents ($10,000.00) for Plaintiff's Class and Representative Service Award in recognition of Plaintiff's contributions to the Action, her services to the Settlement Class, and her general release of all claims against Defendant and waiver under section 1542 of the Civil Code. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this settlement, and it will remain binding;

(4) Up to one-third of the Gross Settlement Amount in attorneys' fees [estimated to be One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents ($106,666.66), unless the Gross Settlement Amount is increased pursuant to Paragraph 4.E below], plus actual costs and expenses related to the Action as supported by declaration, which are not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00). In the event that the Court reduces or does not approve the requested Class Counsel Award and costs, Plaintiff's counsel shall not have the right to revoke this settlement, and it will remain binding;

(5) Thirty Thousand Dollars and Zero Cents ($30,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Two Thousand Five Hundred Dollars and Zero Cents ($22,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents ($7,500), will be payable to PAGA Employees as the "PAGA Amount," as described below.

D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

E. Escalator Clause. Defendant represents that there are an estimated 11,504 workweeks worked by Class Members during the Class Period. If the number of workweeks worked during the Class Period by Class Members is more than 10 percent greater than this figure (i.e., if there are 12,655 or more workweeks) worked by the settlement Class Members), Defendant agrees to increase the Gross Settlement Amount on a proportional basis for every percent over the 10 percent threshold (i.e., if there was an 11 percent increase in the number of workweeks worked during the Class Period by Class Members, Defendant will increase the Gross Settlement Amount by 1 percent; but if the workweeks increase by 10 percent or less (i.e. if there are 12,654 or less workweeks), Defendant shall not pay any increase in the Gross Settlement Amount).

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the PAGA payment to the LWDA. The remaining amount shall be known as the "Net Settlement Fund" ("NSF").

B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

i. <u>Payments to all participating Settlement Class members</u>: The NSF will be distributed as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of actual workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total actual workweeks worked during the Class Period, and the denominator of which is the total actual workweeks worked by all Settlement Class members who worked during the Class Period.

ii. <u>PAGA Amount</u>: In addition to the NSF, Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period June 21, 2022 through February 24, 2025 or preliminary approval of the settlement, whichever is sooner, the numerator of which is the PAGA Employees' gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during this period. The payments to PAGA Employees shall be reported as penalties on a Form 1099.

C. Within ten (10) calendar days following the ninth and final deposit of the Gross Settlement Amount with the Settlement Administrator by Defendant, or the tenth and final deposit of the Gross Settlement Amount if there is any increase to the Gross Settlement Amount due pursuant to the Escalator Clause, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer's share of payroll taxes due on the wage portion of the Individual Settlement Payments and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

D. For purposes of calculating applicable taxes and withholdings for the Settlement Class members, each Individual Settlement Payment shall be allocated as follows: 20 percent as wages, 40 percent as penalties, and 40 percent as interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property. Any uncashed funds from the PAGA Amount shall be handled in the same manner.

F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to a request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six cents ($106,666.66), plus actual costs and expenses as supported by declaration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections.

Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court.

7. **Class and Representative Service Award.** Defendant will not object to a request for Class and Representative Service Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff for her time and risks in prosecuting this case, and for her services to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator nor to Class Counsel seeking permission to pay up to Seven Thousand Nine Hundred Fifty Dollars and Zero Cents ($7,950.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Scott Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group as Class Counsel;

C. Appointing Ana Maria Mendoza-Hernandez as Class Representatives for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as **Exhibits 2 and 3**, respectively), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within twenty (20) calendar days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of employment the workweeks worked by each Settlement Class member, and the number of pay periods worked while employed in a position covered by the Settlement Class definition during the Class Period and PAGA Period.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; (iv) provide its calculations to Counsel for approval; and (v) mail the Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member, (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) must be signed by the Settlement Class member; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except a Request for Exclusion form not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon.

ii. Plaintiff agrees that she shall not request to be excluded from the Settlement.

iii. The Parties agree there is no statutory or other right for any Settlement Class member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount.

F. Objections. Members of the Settlement Class who do not request exclusion may object to this Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, who shall then promptly file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing in person or virtually irrespective of whether they submitted any written objections.

G. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall contain a Notice of Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment, including the Settlement Class member's workweeks worked during the Class Period, whether the Settlement Class member separated employment during the Class Period, and the number of workweeks worked by the Settlement Class member during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties. If a resolution cannot be reached by and among the Parties and the Settlement Administrator, the Court will render all final decisions on disputes.

H. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Awards, and Settlement Administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Agreement shall operate or be construed as an admission of any liability by the Released Parties or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Nondisclosure and Nonpublication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement among the parties contemplated herein, the fact of the Settlement Agreement, its terms or contents, and the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except Settlement Class members and as shall be contractually required to effectuate the terms of the

Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action and the venue/case number of this action for such purposes.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Enforcement Action**: The Parties agree that this Settlement is enforceable pursuant to the provisions of Code of Civil Procedure §664.6. Further, in the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover their, hers and/or its reasonable attorneys' fees and costs, including any expert witness fees, incurred arising from such dispute.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Scott K. Dauscher and David Kang; Atkinson, Andelson, Loya, Rudd & Romo, 12800 Center Court Drive South, Suite 300, Cerritos, California 90703; sdauscher@aalrr.com and David.kang@aalrr.com.
if to Plaintiff:	Scott Lidman, Milan Moore, and Tiara Gose-Hardy; Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, mmoore@lidmanlaw.com and tgose@lidmanlaw.com.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 3/10/2025.

Defendant PACIFIC SNOW VALLEY RESORT, LLC

By: ______________________

Its: Manager

52569400.2/017667.00011

DATED:

Plaintiff ANA MARIA MENDOZA-HERNANDEZ

By:______________________________
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 10, 2025

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:______________________________
Scott K. Dauscher
David Kang
Attorneys for Defendant
PACIFIC SNOW VALLEY RESORTS, LLC

DATED:

LIDMAN LAW, APC

By:______________________________
Scott Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ

DATED: Mar 18, 2025

Plaintiff ANA MARIA MENDOZA-HERNANDEZ

By: Ana María Mendoza (Mar 18, 2025 09:38 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By:____________________________________
Scott K. Dauscher
David Kang
Attorneys for Defendant
PACIFIC SNOW VALLEY RESORTS, LLC

DATED: March 18, 2025

LIDMAN LAW, APC

By: Scott Lidman
Scott Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
ANA MARIA MENDOZA-HERNANDEZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

June 21, 2023

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Pacific Snow Valley Resort, LLC
c/o May Kay, Registered Agent
704 Mira Monte Place, Suite 201
Pasadena, CA 91101

Re: *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Ana Maria Mendoza-Hernandez in claims arising from her employment with Pacific Snow Valley Resort, LLC, a California limited liability company ("Defendant"). Ms. Mendoza-Hernandez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Mendoza-Hernandez, a former employee, was employed by Defendant from approximately October 3, 2016 through on or about May 12, 2023. During her employment with Defendant, Ms. Mendoza-Hernandez's job title was Housekeeper.

During her employment with Defendant, Ms. Mendoza-Hernandez was generally scheduled to work from Tuesday through Saturday, 9:00 a.m. to 5:30 p.m.

Throughout Ms. Mendoza-Hernandez's employment with Defendant, Ms. Mendoza-Hernandez and other non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. Specifically, as a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. In addition, Ms. Mendoza-Hernandez's manager would often call or text her during her meal period about which rooms were ready to be cleaned, which resulted in Ms. Mendoza-Hernandez and other non-exempt employees' meal periods often being interrupted. Defendant's meal period policies and practices applied to Ms. Mendoza-Hernandez and other non-exempt employees.

Although Ms. Mendoza-Hernandez and other non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Mendoza-Hernandez and other non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Mendoza-Hernandez and other non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, as a result of the work demands imposed by Defendant, Defendant failed to authorize and permit a net ten-minute rest period for every four hours worked, or *major fraction thereof*. Defendant's rest period policies and practices applied to Ms. Mendoza-Hernandez and other non-exempt employees.

Although Ms. Mendoza-Hernandez and other non-exempt employees were authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Mendoza-Hernandez and other non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Mendoza-Hernandez and other non-exempt employees.

Labor Code section 227.3 states in relevant part: whenever an "employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such … employer policy respecting eligibility or time served." Defendant possessed a policy providing for paid vacations, also referred to Personal Time Off ("PTO"), which accrued every pay period. Ms. Mendoza-Hernandez accrued vacation and/or PTO under Defendant's policies; however, Defendant failed to follow their own policies in the accrual of vacation and failed to pay Ms. Mendoza-Hernandez and other non-exempt employees all vacation pay and/or PTO that was due to them at the termination of their employment and after the vacation pay and/or PTO vested. (Lab. Code § 227.3, *Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774 [vacation entitlements constitute deferred wages which vests as labor is rendered and is due to employees at a pro rata share without any reduction or loss based on conditions imposed by the employer].)

As a result of Defendant's failure to pay all meal period premium wages and rest period premium wages, and the failure to pay all earned, accrued, and unused PTO wages, Defendant failed to pay Ms. Mendoza-Hernandez and other former non-exempt employees all wages owed upon termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged above, Defendant failed to provide their aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As described above, due to the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. Specifically, as a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late or short or failed to provide a required meal period altogether. In addition, Ms. Mendoza-Hernandez's manager would often call or text her during her meal period about which rooms were ready to be cleaned, which resulted in Ms. Mendoza-Hernandez's meal periods often being interrupted. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although the aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant's rest period policies and practices fail to authorize and permit the aggrieved employees to take a net paid 10-minute rest period for every four hours worked, or *major fraction thereof*, due to Defendant's practices of understaffing and the work demands imposed by Defendant. As a result, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish their aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages, in violation of Labor Code § 226 *et seq*. Further, Defendant face independent liability as the wage statements were inaccurate because they did not list the proper overtime rates. Defendant's failure to furnish their aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and unpaid meal period and premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Mendoza-Hernandez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Additionally, Defendant violated Labor Code §§ 201-203 by, among other unlawful acts, issuing paycards as final payment of wages to employees who have been discharged and/or resigned without such employees' authorization. As alleged herein, these paycards required fees for usage and did not allow employees to access all of the monies contained on such cards in violation of Labor Code § 212.

Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to their aggrieved employees was willful and, consequently, entitles the aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Failure to Pay All Vacation Wages

Labor Code section 227.3 states in relevant part:

> [W]henever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served, provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. …
> (Lab. Code §227.3; see *Suastez v. Plastic Dress-up Co*. (1982) 31 Cal.3d 774.)

Defendant possessed a policy providing for providing for paid vacations. Ms. Mendoza-Hernandez and other aggrieved employees accrued vacation/PTO under Defendant's policies. However, Defendant failed to follow its own policies in the accrual of vacation/PTO and failed to pay Ms. Mendoza-Hernandez and other aggrieved employees all vacation/PTO pay that was due to them at the termination of their employment after such vacation/PTO pay vested. (*Suastez v. Plastic Dress-up Co*. (1982) 31 Cal.3d 774 [vacation entitlements constitute deferred wages which vests as labor is rendered and is due to employees at a pro rata share without any reduction or loss based on conditions imposed by the employer].) Defendant's vacation policies and procedures were applied to Ms. Mendoza-Hernandez and other aggrieved employees and resulted in Ms. Mendoza-Hernandez and other aggrieved employees not receiving all wages due to them in violation of Labor Code section 227.3

As an "aggrieved employee," Ms. Mendoza-Hernandez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Mendoza-Hernandez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Mendoza-Hernandez and the aggrieved employees;

b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Mendoza-Hernandez and the aggrieved employees;

c) Defendant violated Labor Code § 226 by failing to furnish Ms. Mendoza-Hernandez and the aggrieved employees with accurate and compliant itemized wage statements;

d) Defendant violated Labor Code § 204 by failing to pay Ms. Mendoza-Hernandez and the aggrieved employees all earned wages at least twice during each calendar month;

e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Mendoza-Hernandez and the aggrieved employees;

f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Mendoza-Hernandez and other aggrieved employees; and

g) Defendant violated Labor Code § 227.3 by failing to pay accrued vacation time/PTO that was due to Ms. Mendoza-Hernandez and other aggrieved employees at the termination of their employment after such vacation/PTO pay vested;

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANA MARIA MENDOZA-HERNANDEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PACIFIC SNOW VALLEY RESORT, LLC, a Delaware limited liability company and DOES 1 through 100, inclusive, Defendants.	Case No. CIVSB2314151 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees employed by Pacific Snow Valley Resort, LLC in California between June 21, 2019 and February 24, 2025. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC,* San Bernardino County Superior Court Action No. CIVSB2314151 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Pacific Snow Valley Resort, LLC ("PSVR") records show that you were employed at PSVR in California between June 21, 2019 and February 24, 2025 (the "Class Period") and were classified as non-exempt. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. You are bound by the PAGA judgment regardless of whether you exclude yourself from the settlement.

What is this case about?

Plaintiff Ana Maria Mendoza-Hernandez ("Plaintiff") brought this Action against Pacific Snow Valley Resort, LLC seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for PSVR in California at any time beginning June 21, 2019. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Action alleges that PSVR failed to provide meal and rest periods. The Action also alleges PSVR failed to provide Settlement Class Members with accurate and complete wage statements, failed to timely pay all final wages at the time of separation of employment, failed to pay all vacation wages, and as a result of the foregoing alleged violations, engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

PSVR denies that it has done anything wrong during the relevant time period. PSVR denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of PSVR, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, PSVR has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After PSVR provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to PSVR, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by PSVR, your decision about whether to participate in the Settlement will not affect your employment. California law and PSVR's policies strictly prohibit unlawful retaliation. PSVR will not take any adverse employment action against or otherwise retaliate or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members:	Attorneys for Defendant PSVR:
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Tiara Gose-Hardy tgose@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775	**ATKINSON, ANDELSON, LOYA, RUUD & ROMO** Scott K. Dauscher sdauscher@aalrr.com David Kang David.kang@aalrr.com 12800 Center Court Drive, Suite 300 Cerritos, California 90703 Tel: (562) 653-3200 Fax: (562) 653-3333

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for PSVR in California between June 21, 2019 and February 24, 2025. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against PSVR as described below.

PSVR has agreed to pay $320,000 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, attorneys' fees and expenses, Settlement Administration costs, PAGA civil penalties, the Class Representative's Service Award and the employer's share of payroll taxes. The following deductions from the Maximum Settlement Amount will be requested by the parties:

> Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $7,950.00 from the Gross Settlement Amount to pay the Settlement Administration costs.
>
> Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be $106,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $15,000.00 for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount of $10,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. $22,500.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the $30,000.00 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining $7,500.00 will be payable to certain of the Settlement Class members employed between June 21, 2022 and February 24, 2025 ("PAGA Employees") as the "PAGA Amount," whether or not they submit a Request for Exclusion, as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below), and all PAGA Employees. The NSF is estimated at approximately $________ and will be divided as follows:

(i) PAGA Amount: $7,500.00 of the NSF has been designated as the "PAGA Amount" and will be allocated to PAGA Employees who were employed by PSVR at any time from June 21, 2022 and February 24, 2025, who were classified as non-exempt employees. Each PAGA Employee, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period June 21, 2022 through February 24, 2025 or preliminary approval of the settlement, whichever is sooner, the numerator of which is the PAGA Employees' gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during this period. The payments to PAGA Employees shall be reported as penalties on a Form 1099.

(ii) Payments to all participating Settlement Class members: The NSF will be distributed as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of actual workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total actual workweeks worked during the Class Period, and the denominator of which is the total actual workweeks worked by all Settlement Class members who worked during the Class Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion and all PAGA Employees.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Amount regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Settlement checks will be valid for 180 days from the date the Settlement Administrator mails them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be transferred to the California's Secretary of State Controller's Office – Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member or PAGA Employee

Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator in nine (9) monthly equal installments of $35,555.56 each, with the first payment due within thirty (30) days of the Court entering an order granting preliminary approval. Any increase to the Gross Settlement Amount due pursuant to the Escalator Clause shall be deposited with the Settlement Administrator as a tenth installment payment. Defendant shall deposit with the Settlement Administrator the employer's share of payroll taxes by no later than the deadline for the ninth installment payment

Within ten (10) calendar days following the deposit of the Gross Settlement Amount with the Settlement Administrator by PSVR, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer's share of payroll taxes due on the wage portion of the Individual Settlement Payments, and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. Settlement Awards are expected to be disbursed in [insert estimated month and year].

<u>Allocation and Taxes</u>. For tax purposes, each Individual Settlement Payment will be treated as follows: all PAGA penalty shares to PAGA Employees shall be allocated 100 percent (100%) as penalties for which an IRS form 1099 will be issued; all remaining NSF payments shall be allocated Twenty percent (20%) as "wages," for which an IRS form W-2 will be issued and Forty percent (40%) as penalties and Forty percent (40%) as interest, for which an IRS form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, PSVR and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

<u>Settlement Class Members' Release</u>. If the Court approves the Settlement, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge PSVR and each of its past and present agents, officers, directors, employees, owners, shareholders, investors, members, payroll agents, attorneys, parents, subsidiaries, sister entities, joint and/or integrated employers, affiliates, predecessors, successors, assigns, alter-egos, insurers and/or third-party administrators, including all entities and persons associated with Pacific Snow Valley Resort, LLC, and all other persons and entities related thereto (collectively the "Released Parties") from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations or Labor Code and IWC Wage Order sections in the First Amended Complaint, including claims for: (a) failure to provide meal periods; (b) failure to authorize and permit all rest periods; (c) failure to provide accurate, itemized wage statements; (d) all claims for waiting time

penalties; (e) failure to pay all vacation wages; (f) all claims for unfair business practices that could have been premised on the claims, causes of action or legal theories plead in the FAC; (g) all claims under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") that could have been premised on the claims, causes of action or legal theories pled in the FAC; and (h) all damages, penalties, interest, costs (including attorney fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the FAC (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release.

PAGA Employees' PAGA Release. If the Court approves the Settlement, PAGA Employees, including Plaintiff (and also including those who opt-out from the Class portion of the Settlement), will release and forever discharge the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") which were pled in the letter to the LWDA dated June 21, 2023 and the First Amended Complaint in the Action, or which could have been pled based upon the facts or Labor Code and IWC Wage Order sections alleged in the operative First Amended Complaint in the Action that arose during the PAGA Period including the following alleged violations: (a) failure provide meal periods; (b) failure to authorize and permit rest periods; (c) failure to provide accurate, itemized wage statements; (d) failure to timely pay all wages upon termination; and (e) failure to pay all vacations wages (collectively, "PAGA Released Claims"). The time period for the release of the PAGA Released Claims shall be the same time period as the PAGA Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The releases are null and void if Defendant fails to fully fund the Settlement. The releases identified herein will only be effective upon the date on which Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes ("Effective Date of the Release"). Upon the Effective Date of the Release, all Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Claims.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to a share of the Settlement in proportion to the gross dollar amount paid to you by PSVR (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

If your address is incorrect or has changed, you must notify the Settlement Administrator. It is your responsibility to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The Settlement Administrator is: __________________ (800) __________.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the number of workweeks you worked at PSVR between June 21, 2019 and February 24, 2025, as well as an amount proportionate to the number of pay periods you worked, if any, between June 21, 2022 and February 24, 2025. The information contained in PSVR's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. Send disputes directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending (via mail, fax, or email) to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The request must also contain a statement that you wish to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the Settlement except for the PAGA payment. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Please note that you are bound by the PAGA judgment regardless of whether you exclude yourself from the settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should send a written objection (via mail, fax, or email) to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department S-17 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415 in person or by Court Call. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Ana Maria Mendoza-Hernandez v. Pacific Snow Valley Resort, LLC*, San Bernardino County Superior Court Action No. CIVSB2314151.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S-17 of the of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. **You are <u>not</u> required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may get more details by examining the Court's file on the Court Access website for the California Superior Court for the County of San Bernardino (https://cap.sb-court.org/search) and entering the Case No. CIVSB2314151 in the Case Number Search field. <u>You may also contact Class Counsel using the contact information listed above for more information</u>.

<u>PLEASE DO NOT CALL OR WRITE THE COURT, PSVR, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS</u>

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.