

MAY 12 2025

COURT CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIPOSA
(UNLIMITED JURISDICTION)

KEVIN LYNUM, on behalf of himself and all others similarly situated, and as an "aggrieved employee" on behalf of other "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s).

vs.

PROSPECT HOTEL SERVICES, LLC, a Delaware limited liability company; PROSPECT HOTEL MANAGEMENT LLC, a Delaware limited liability company; and DOES 1-50, inclusive,

Defendant(s).

Case No. 23-CVCV-0012034

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT

Action filed: September 25, 2023
Dept: Dept. 03, The Honorable
Anita Bryant

This matter came on for hearing on May 12, 2025 at 1:30 p.m. in Department Dept. 03 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for a Gross Settlement Amount ("GSA") of up to \$429,000 in compromise of all disputed claims on behalf of hourly, non-exempt employees, who worked for Defendants during the period of September 25, 2019 to January 7, 2025. All capitalized terms used herein shall have the same

1 meaning as defined in the Settlement. The Class does not include the hourly, non-exempt
2 employees who worked at Defendant Prospect Hotel Management, LLC's corporate headquarters.

3 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
4 Settlement, Class Members have been given notice of the terms of the Settlement and the
5 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
6 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
7 and the evidence and argument received by the Court in conjunction with the motions for
8 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
9 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
10 DETERMINATIONS¹:

11 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
12 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
13 Approval of Class Action Settlement of January 7, 2025, the Notice Packet was sent to each Class
14 Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms of the
15 Settlement, their right to receive their proportional share of the Settlement, their right to request
16 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
17 person or by counsel at the final approval hearing and be heard regarding final approval of the
18 Settlement. Adequate periods of time were provided by each of these procedures. No member of
19 the Settlement Class presented written objections to the proposed Settlement as part of this notice
20 process, stated an intention to appear, or actually appeared at the final approval hearing.

21 2. For purposes of this Final Order and Judgment, the Class Members are non-
22 exempt, hourly employees, who worked for Defendants during the Class Period of September 25,
23 2019 to January 7, 2025 ("Settlement Class Period"). The Class does not include the hourly, non-
24 exempt employees who worked at Defendant Prospect Hotel Management, LLC's corporate
25 headquarters.

26 ¹ A true and correct copy of the Court's ruling on the Motion for Preliminary Approval of Class
27 Action Settlement entered on January 7, 2025 is attached hereto as **Exhibit A** and incorporated
28 by reference.



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1 3. The Court finds and determines that the notice procedure afforded adequate
2 protections to Class Members and provides the basis for the Court to make an informed decision
3 regarding final approval of the Settlement based on the responses of Class Members. The Court
4 finds and determines that the notice provided in this case was the best notice practicable, which
5 satisfied the requirements of law and due process as to all persons entitled to such notice.

6 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
7 resolution set forth in this Settlement will release and discharge the Released Claims by way of
8 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
9 of any kind by each and all of the Settlement Class Members (including participation to any extent
10 in any representative or collective action) against the Released Parties. This release will not take
11 effect until Defendants have paid the Gross Settlement Amount in full per this Settlement
12 Agreement.

13 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
14 sought by the Labor Commissioner for the violations identified in Plaintiffs pre-filing letter to
15 the LWDA; Plaintiff does not release the claim for wages or damages of any Aggrieved Employee
16 unless such Aggrieved Employee is a Participating Class Member.

17 **"Released Claims"** shall mean all claims, transactions, debts, liabilities, demands,
18 actions, causes of action or occurrences of every nature and description that accrued during the
19 Class Period as stated in Paragraph 6.1 of the Settlement. **"Released Parties"** shall mean
20 Defendants, their officers, directors, employees, agents and other individuals and entities as
21 described in Paragraph 1.42 of the Settlement.

22 2. The Court further finds and determines that the terms of the Settlement are fair,
23 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
24 provisions of the Settlement, including the release of claims contained therein, should be and
25 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
26 according to its terms. As of the Effective Date of Settlement, and for the duration of the
27 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
28 Released Claims and are forever barred and enjoined from prosecuting the Released Claims



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1 against the Released Parties as fully set forth in the Settlement. No objections were received by
2 the Parties or the Court through the date of this Final Order and Judgment. The Court finds that
3 no Class Member(s) have submitted a request for exclusion from the Settlement as determined by
4 the Administrator and therefore is/are not in the Settlement Class.

5 3. The Court finds and determines that (a) the Settlement Shares to be paid to
6 Participating Class Members and (b) the LWDA payment as civil penalties under the California
7 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
8 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
9 final approval to, and orders the payment of, those amounts be made to the Participating Class
10 Members and to the California Labor & Workforce Development Agency ("LWDA"), in
11 accordance with the terms of the Settlement.

12 4. The Court further grants final approval to and orders that the following payments
13 be made in accordance with the terms of the Settlement:

14 a. Class Counsel fees & costs of \$143,000 in attorneys' fees and ~~\$10,104.22~~ ^{\$19,141.22}
15 in litigation costs to Class Counsel;

16 b. \$15,000 as a Class Representative Service Payment award payable to
17 Plaintiff Kevin Lynam for his service as a Class Representative;

18 c. \$7,000 in costs of the Administrator payable to Phoenix Class Action
19 Administration Solutions for its services as the Administrator; and

20 d. Payment of \$3,750 (75% of the \$5,000 PAGA penalty) to the LWDA.

21 7. The settlement shall proceed as directed in the Settlement, and no payments
22 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
23 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
24 of all matters relating to the interpretation, administration, implementation, effectuation and
25 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
26 Court 3.769(h).

27 8. Within 14 calendar days of the Effective Date of Settlement, Defendants shall
28 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total

1 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
2 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
3 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) (i) the
4 total amount of all Individual PAGA Payments to Aggrieved Employees.

5 9. Other than their employer side payroll taxes, Defendants' payment of such sums
6 shall be the sole financial obligation of Defendants under the Settlement, and shall be in full
7 satisfaction of all claims released herein, including, without limitation, all claims for wages,
8 penalties, interest, attorneys' fees, costs and expenses.

9 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
10 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
11 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Administrator
12 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
13 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
14 California Unclaimed Property Fund.

15 11. The Parties shall file a final accounting report by 1/2/2026 1:30. A non-appearance case
16 review re submission of a final report is scheduled for 1/12/2026 1:30 at 1:30 p.m. in Department Dept. 03.

17 12. Nothing in this Final Order and Judgment shall preclude any action to enforce the
18 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
19 deposit funds for distribution by the Administrator to Participating Class Members in accordance
20 with the Settlement.

21 13. The Court hereby enters final judgment in this case in accordance with the terms
22 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
23 Order and Judgment.

24 14. The Parties are hereby ordered to comply with the terms of the Settlement.

25 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
26 provided by the Settlement and this Final Order and Judgment.

27 16. The Settlement is not an admission by Defendants nor is this Final Order and
28 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by

1 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
2 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
3 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
4 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
5 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
6 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
7 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
8 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
9 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
10 and any other papers and records on file in the Action may be filed in this Court or in any other
11 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
12 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
13 the Released Claims.

14 17. This document shall constitute a Judgment for purposes of California Rule of
15 Court 3.769(h).

16 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

17 Date: 5/12/2025

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19 The Honorable Anita Bryant
20 Judge of the Superior Court
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28
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EXHIBIT A

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ELECTRONICALLY FILED
Mariposa Superior Court
1/7/2025 10:46 AM
Kelly Estep
Court Clerk

7 Attorneys for Plaintiff(s),
8 KEVIN LYNUM, and all others similarly situated
9 (Additional attorneys for parties on following page)

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIPOSA
12 (UNLIMITED JURISDICTION)

13 KEVIN LYNUM, on behalf of himself and all
14 others similarly situated, and as an "aggrieved
15 employee" on behalf of other "aggrieved
16 employees" under the Labor Code Private
Attorneys General Act of 2004,

Case No. 23-CVCV-0012034

**~~PROPOSED~~ ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

17 *Plaintiff(s),*

Action filed: September 25, 2023
Dept: Dept. 03, The Honorable
Anita Bryant

18 vs.

19 PROSPECT HOTEL SERVICES, LLC, a
20 Delaware limited liability company; PROSPECT
21 HOTEL MANAGEMENT LLC, a Delaware
22 limited liability company; and DOES 1-50,
inclusive,

23 *Defendant(s).*

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Plaintiff(s),
KEVIN LYNUM, and all others similarly situated

1 The Motion of Plaintiff Kevin Lynum (hereafter referred to as "Plaintiff") for
2 Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court,
3 The Honorable Anita Bryant presiding. The Court having considered the Motion, the Class Action
4 and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"),
5 and supporting papers, HEREBY ORDERS THE FOLLOWING:

6
7 1. The Court grants preliminary approval of the Settlement and the Settlement Class
8 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
9 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
10 has determined only that there is sufficient evidence to suggest that the proposed settlement might
11 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
12 the final hearing. The Court will make a determination at the hearing on the motion for final
13 approval of class action settlement (the "Final Approval Hearing") as to whether the Settlement
14 is fair, adequate and reasonable to the Settlement Class.

15
16 2. For purposes of this Preliminary Approval Order, the "Settlement Class" means
17 non-exempt, hourly employees, who worked for Defendants anytime during the Class Period. The
18 "Class Period" shall mean the period of time from September 25, 2019, through the date of
19 preliminary approval of this Settlement. The Class does not include the hourly, non-exempt
20 employees who worked at Defendant Prospect Hotel Management, LLC's corporate
21 headquarters.

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23 3. Based on their records, Defendants estimate that, as of the date of the Settlement
24 Agreement, (1) there are 284 Class Members who worked a total of 14,283 Work Weeks during
25 the Class period and (2) there were 139 Aggrieved Employees who worked a total of 3,000 PAGA
26 Pay Periods during the PAGA Period. If the Work Weeks and/or Class Members as of the date
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1 the Court approves the settlement exceeds the referenced 14,283 Work Weeks and/or 284 Class
2 Members by more than 10%, the Gross Settlement Amount, including the Class Counsel Fees
3 Payment, the Class Representative Service Payment, and the LWDA payment, will increase
4 proportionally according to the number of additional Work Weeks or Class Members, whichever
5 results in a higher increase in the Gross Settlement Amount.

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7 4. "Effective Date" means the later of the following: (1) the date the Final Approval
8 is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and
9 no appeal is taken of the Final Approval Order, sixty (60) days after the Final Approval is signed;
10 or (3) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10)
11 days after the appeal is withdrawn or after an appellate decision affirming the final approval
12 decision becomes final.

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14 5. This action is provisionally certified pursuant to section 382 of the California Code
15 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
16 purposes of settlement only with respect to the proposed Settlement Class.

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18 6. Not later than 15 days after the Court grants Preliminary Approval of the
19 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
20 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
21 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
22 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
23 employees who need access to the Class Data to effect and perform under the Settlement
24 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
25 discover that the Class Data omitted class member identifying information and to provide
26 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
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1 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
2 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
3 issues related to missing or omitted Class Data.

4 7. No later than three (3) business days after receipt of the Class Data, the
5 Administrator shall notify Class Counsel that the list has been received and state the number of
6 Class Members, PAGA Members, Work Weeks, and PAGA Pay Periods in the Class Data.

7 8. Using best efforts to perform as soon as possible, and in no event later than 14
8 days after receiving the Class Data, the Administrator will send to all Class Members identified
9 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Notice Packet
10 with Spanish translation, if applicable substantially in the forms attached to this order as Exhibits
11 A, B, C, and D. The first page of the Class Notice shall prominently estimate the dollar amounts
12 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member,
13 and the number of Work Weeks and PAGA Pay Periods (if applicable) used to calculate these
14 amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses
15 using the National Change of Address database.

16 9. Not later than three (3) business days after the Administrator's receipt of any
17 Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice
18 Packet using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
20 the Notice Packet to the most current address obtained. The Administrator has no obligation to
21 make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is
22 returned by the USPS a second time.

23 10. Class Counsel's contact information is David Glenn Spivak, Esq., The Spivak Law
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1 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel's
2 contact information is Nicole Sheth, Esq. and Christina Ricci, Esq., Kaufman, Borgeest, and Ryan
3 LLP, 21700 W Oxnard St. Suite 1450, Woodland Hills, CA 91367 and Robert B. Forouzandeh,
4 Esq., Reicker, Pfau, Pyle & McRoy, LLP, 1421 State Street, Suite B, Santa Barbara, CA, 93101.
5

6 11. The deadlines for Class Members' written objections, Challenges to Work Weeks
7 and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an additional
8 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
9 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
10 with the re-mailed Notice Packet.
11

12 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data and should
14 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
15 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
16 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
17 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
18 requiring them to exercise options under the Settlement Agreement not later than 14 days after
19 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.
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21 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
22 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
23 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
24 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
25 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
26 the Class Member's election to be excluded from the Settlement and includes the Class Member's
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1 name, address and email address or telephone number. To be valid, a Request for Exclusion must
2 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
3 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required. The
4 date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was
5 postmarked, shall be conclusively determined according to the records of the Settlement
6 Administrator. The Settlement Administrator shall immediately provide copies of all Requests
7 for Exclusion to Class Counsel and Defense Counsel and shall report the number of Requests for
8 Exclusion that it receives, to the Court, in its declaration to be provided in advance of the Final
9 Approval Hearing.
10

11 14. The Administrator may not reject a Request for Exclusion as invalid because it
12 fails to contain all the information specified in the Class Notice. The Administrator shall accept
13 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
14 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
15 determination shall be final and not appealable or otherwise susceptible to challenge. If the
16 Administrator has reason to question the authenticity of a Request for Exclusion, the
17 Administrator may demand additional proof of the Class Member's identity. The Administrator's
18 determination of authenticity shall be final and not appealable or otherwise susceptible to
19 challenge.
20

21 15. Every Class Member who does not submit a timely and valid Request for Exclusion
22 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
23 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
24 Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the
25 Participating Class Member actually receives the Notice Packet or objects to the Settlement. A
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1 Class Member cannot submit both a Request for Exclusion and an Objection. If a Class Member
2 subjects both an Objection and Request for Exclusion, the Request for Exclusion will control and
3 the Objection will be void.

4 16. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
6 right to object to the class action components of the Settlement. Plaintiff releases all claims for
7 civil penalties that could have been sought by the Labor Commissioner for the violations
8 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
9 or damages of any Aggrieved Employee unless such Aggrieved Employee is a Participating Class
10 Member.
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12 17. Challenges to Calculation of Work Weeks and/or PAGA Pay Periods. Each Class
13 Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional
14 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class
15 Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
16 This is also known as a dispute. A Work Week Dispute form, attached as Exhibit C, may be used
17 for this purpose but is not required. The Class Member may challenge the allocation by
18 communicating with the Administrator via fax, email or mail. All written disputes must contain
19 the Class Member's address, telephone number, and a reference to the Action. The Administrator
20 must encourage the challenging Class Member to submit supporting documentation. In the
21 absence of any contrary documentation, the Administrator is entitled to presume that the Work
22 Weeks contained in the Class Notice are correct so long as they are consistent with the Class Data.
23 The Administrator's determination of each Class Member's allocation of Work Weeks and/or Pay
24 Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator
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1 shall promptly provide copies of all challenges to calculation of Work Weeks and/or Pay Periods
2 to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

3 18. Objections to Settlement. The Plaintiff may not object to the Settlement. Only
4 Participating Class Members may object to the class action components of the Settlement and/or
5 this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for
6 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
7 Representative Service Payment.
8

9 19. Participating Class Members may send written objections, signed by the Objecting
10 Class Member or his or her attorney, along with supporting papers, to the Administrator, by fax,
11 email, or mail. All written objections must contain the Class Member's address, telephone
12 number, and reference to the Action. In the alternative, Participating Class Members may appear
13 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
14 Hearing. A Participating Class Member who elects to send a written objection to the
15 Administrator must do so not later than 60 days after the Administrator's mailing of the Notice
16 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed). The
17 Objection form attached as Exhibit D may be used for this purpose but is not required. The date
18 of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall
19 be conclusively determined according to the records of the Settlement Administrator. The
20 Settlement Administrator shall send any objections it receives to Defense Counsel and Class
21 Counsel within five (5) business days of receipt. The Court retains final authority with respect to
22 consideration and admissibility of any Class Member objections. If a Class Member objects to
23 the Settlement, the Class Member will remain a member of the Class and if the Court approves
24 this Agreement, the Class Member will be bound by the terms of the Settlement in the same way
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1 and to the same extent as a Class Member who does not object.

2 20. Non-Participating Class Members have no right to object to any of the class action
3 components of the Settlement.

4 21. Not later than 14 days before the date by which Plaintiff is required to file the
5 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
6 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
7 compliance with all of its obligations under the Settlement Agreement, including, but not limited
8 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
9 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
10 from Settlement it received (both valid or invalid), the number of written objections and attach
11 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
12 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
13 declaration(s) in Court.

14 22. The Court approves, as to form and content, the Class Notice in substantially the
15 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
16 substantially the form attached as Exhibit B to this Order, the Work Weeks Dispute form in
17 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
18 the form attached as Exhibit D to this Order.

19 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
20 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

21 24. The Court approves, for settlement purposes only, Kevin Lynum as the Class
22 Representative.

23 25. The Court approves Phoenix Class Action Administration Solutions as the
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1 Administrator.

2 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
3 costs subject to final review by the Court.

4 27. The Court preliminarily approves the estimated Administrator costs payable to the
5 Administrator subject to final review by the Court.

6 28. The Court preliminarily approves Plaintiff's Class Representative Service
7 Payment subject to final review by the Court.

8 29. A Final Approval Hearing shall be held on May 12, 2025 at 1:30 p.m. in
9 Department Dept. 03 of the Superior Court for the State of California, County of Mariposa,
10 located at 5088 Bullion Street, Mariposa, CA 95338 to consider the fairness, adequacy and
11 reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval
12 Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class
13 Representative Service Payment to the Class Representative. The notice of motion and all briefs
14 and materials in support of the motion for final approval of class action settlement and motion for
15 attorneys' fees and litigation costs shall be served and filed with this Court on or before April 18,
16 2025. Plaintiff's counsel must give notice to any objecting party of any continuance of the hearing
17 of the motion for final approval.
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19 30. If for any reason the Court does not execute and file a Final Approval Order and
20 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
21 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
22 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
23 litigation, as more specifically set forth in the Settlement.
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25 31. The Court expressly reserves the right to adjourn or continue the Final Approval
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1 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
2 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

3 **IT IS SO ORDERED.**

4
5 **DATE 1/7/2025**

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8 THE HONORABLE ANITA BRYANT
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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

(case name: Kevin Lynum v. Prospect Hotel Management, LLC, et al. and number 23-CVCV-
0012034)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against PROSPECT HOTEL SERVICES, LLC and PROSPECT HOTEL MANAGEMENT, LLC (collectively "Defendants") for alleged wage and hour violations. The Action was filed by one of Defendants' former employees Kevin Lynum ("Plaintiff") and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees ("Class Members") who worked for Defendants during the Class Period (September 25, 2019 to <<the date of preliminary approval of this Settlement>>); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for Defendants during the PAGA Period (September 25, 2022 to <<the date of preliminary approval of this Settlement>>) ("Aggrieved Employees"). The Class does not include the hourly, non-exempt employees who worked at Defendant Prospect Hotel Management, LLC's corporate headquarters.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay civil penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Work Week is <<\$Increment type value>> and a PAGA Pay Period is <<@PayPeriodValue>>. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendants' records showing that **you worked <<__>> Work Weeks** during the Class Period and **you worked <<__>> PAGA Pay Periods**

1 during the PAGA Period. If you believe that you worked more Work Weeks or PAGA Pay Periods
2 during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

3 The Court has already preliminarily approved the proposed Settlement and approved this
4 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
5 affected whether you act or not act. Read this Notice carefully. You will be deemed to have
6 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
7 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
8 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
9 that requires Defendants to make payments under the Settlement and requires Class Members and
10 Aggrieved Employees to give up their rights to assert certain claims against Defendants.

11 If you worked for Defendants during the Class Period and/or the PAGA Period, you have
12 two basic options under the Settlement:

13 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
14 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
15 Participating Class Member, though, you will give up your right to assert Class Period wage
16 claims and PAGA Period penalty claims against Defendants.

17 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
18 Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the
19 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
20 Class Payment. You will, however, preserve your right to personally pursue Class Period claims
21 for California labor law violations against Defendants, and, if you are an Aggrieved Employee,
22 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the
23 proposed Settlement.

24 **Defendants will not retaliate against you for any actions you take with respect to the
25 proposed Settlement.**

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

27 You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
28 You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. You can use the enclosed Election Not To Participate In Settlement form for this purpose. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
29 The Opt-out Deadline is <<RESPONSE DEADLINE>>	

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4	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and Plaintiffs release Defendants from civil penalties it may owe to the Aggrieved Employees.
5	Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose or you or your attorney may also address the Court and object during the Final Approval Hearing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. If you object to the Settlement, you will remain a member of the Class (defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.
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14	You Can Participate in the <<FinalApprovalHearing Date>> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. You don't 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing whether or not they submitted a written objection. See Section 8 of this Notice.
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18	You Can Challenge the Calculation of Your Work Week / PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Work Weeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Work Weeks Dispute form for this purpose.
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21	Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>	
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24	1. WHAT IS THE ACTION ABOUT?	
25	Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay	
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	4 <i>Lynum v. Prospect Hotel Management, LLC, et al.</i> Class Action and PAGA Settlement Agreement	

1 wages, failure to properly pay vacation time , failure to provide meal periods, and related
2 violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for
3 civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.)
4 ("PAGA"). Plaintiff is represented by attorneys in the Action: David Glenn Spivak of The Spivak
5 Law Firm and Walter L. Haines of United Employees Law Group ("Class Counsel.")

6 Defendants strongly deny violating any laws or failing to pay any wages and contend they
7 complied with all applicable laws.

8 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

9 So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the
10 merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an
11 effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather
12 than continuing the expensive and time-consuming process of litigation. The negotiations were
13 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
14 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,
15 Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's
16 Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims.
17 By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.
18 Defendants settled the Lawsuit to avoid additional expense, inconvenience, and interference with
19 their business operations. Defendants retain the right to defend themselves against any of the
20 allegations involved in the Lawsuit if for any reason the Settlement is not approved by the Court.

21 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they
22 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount
23 considering the risks and uncertainties of continued litigation; and (2) Settlement is in the best
24 interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the
25 proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a
26 hearing to determine Final Approval.

27 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

28 1. Gross Settlement Amount. Defendants Will Pay \$429,000 as the Gross Settlement
Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an
account controlled by the Administrator of the Settlement. The Administrator will use the Gross
Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
Representative Service Payments, Class Counsel's attorney's fees and expenses, the
Administrator's expenses, and penalties to be paid to the California Labor and Workforce
Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will
fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes
final. The Judgment will be final on the date the Court enters Judgment, or a later date if
Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval

1 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
2 from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

3 A. Attorney Fees and Costs. Up to \$143,000. (33.33% of the Gross
4 Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses.
To date, Class Counsel have worked and incurred expenses on the Action without payment.

5 B. Class Representative Service Payments. Up to \$15,000 as a Class
6 Representative Award for filing the Action, working with Class Counsel and representing the
7 Class. A Class Representative Award will be the only monies Plaintiff will receive other than
Plaintiff's Individual Class Payment and any Individual PAGA Payment.

8 C. Administration Expenses. Up to \$10,000 to the Administrator for services
9 administering the Settlement.

10 D. PAGA Penalties. Up to \$5,000 for PAGA Penalties, allocated 75% to the
11 LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
based on their PAGA Pay Periods.

12 Participating Class Members have the right to object to any of these deductions. The Court
13 will consider all objections.

14 Based on their records, Defendants estimated that, as of the date of the Settlement, (1)
15 there are 284 Class Members who worked a total of 14,283 Work Weeks during the Class period
and (2) there were 139 Aggrieved Employees who worked a total of 3,000 Pay Periods during the
16 PAGA Period. If the Work Weeks and/or Class Members as of the date the Court approves the
settlement exceeds the referenced 14,283 Work Weeks and/or 284 Class Members by more than
17 10%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
Representative Payment, and the LWDA payment, will increase proportionally according to the
18 number of additional Work Weeks or Class Members, whichever results in a higher increase in
the Gross Settlement Amount.

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20 3. Net Settlement Distributed to Class Members. After making the above deductions
in amounts approved by the Court, the Administrator will distribute the rest of the Gross
21 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period Work Weeks.

22
23 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages
24 ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is
subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay
25 employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
26 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

1 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
2 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
3 are responsible for paying all taxes (including penalties and interest on back taxes) on any
4 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

5 5. Need to Promptly Cash Payment Checks. The front of every check issued for
6 Individual Class Payments and Individual PAGA Payments will show the date when the check
7 expires (the void date). If you don't cash it by the void date, your check will be automatically
8 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
9 Fund (https://www.sco.ca.gov/search_upd.html) in your name. If the monies represented by your
check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the
Fund for instructions on how to retrieve your money. You can contact the Unclaimed Property
Fund at (800) 992-4647

10 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
11 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
12 Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out.
13 The easiest way to notify the Administrator is to email, fax, or mail a written and signed Request
14 for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The Request for
15 Exclusion should be a letter from a Class Member or his/her representative setting forth a Class
16 Member's name, present address, telephone number, and a simple statement electing to be
excluded from the Settlement. You may use the enclosed Election Not To Participate In
Settlement form for this purpose. Excluded Class Members (i.e., Non-Participating Class
Members) will not receive Individual Class Payments, but will preserve their rights to personally
pursue claims against Defendants for violations of California's labor laws.

17 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
18 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
19 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
Defendants based on the PAGA Period facts alleged in the Action.

20 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
21 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
22 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
and Defendants have agreed that, in either case, the Settlement will be void and Defendants will
not pay any money and Class Members will not release any claims against Defendants.

23 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action
24 Administration Solutions (the "Administrator") to send this Notice, calculate and make payments,
25 and process Class Members' Requests for Exclusion. The Administrator will also decide Class
26 Member Challenges over Work Weeks, mail and re- mail settlement checks and tax forms, and
perform other tasks necessary to administer the Settlement. The Administrator's contact
information is contained in Section 9 of this Notice.

1 9. Participating Class Members' Release. After the Judgment is final and Defendants
2 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
3 Participating Class Members will be legally barred from asserting any of the claims released under
4 the Settlement. This means that unless you opted out by validly excluding yourself from the Class
5 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or
related entities for claims, transactions, debts, liabilities, demands, actions, causes of action or
occurrences of every nature and description and wages based on the Class Period facts and PAGA
penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

6 The Participating Class Members will be bound by the following release:

7 All Participating Class Members, on behalf of themselves and their respective former and
8 present representatives, agents, attorneys, heirs, administrators, predecessors, successors,
9 and assigns, forever release Released Parties from any and all claims, transactions, debts,
10 liabilities, demands, actions, causes of action or occurrences of every nature and description
11 that accrued during the Class Period, under state law and the Wage Orders of the
12 California Industrial Welfare Commission, that were alleged or which could have been
13 alleged based on the factual allegations in the First Amended Complaint in the Action,
14 including but not limited to failure to pay wages, failure to authorize and permit rest
15 periods, failure to indemnify for business expenses, failure to issue proper wage
16 statements, failure to timely pay wages, failure to properly pay vacation time,, failure to
17 provide meal periods, all PAGA claims that were, or reasonably could have been, alleged
18 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
19 ascertained during the Action and released under 6.2 below and all claims arising under
20 California Labor Code Sections 201-204, 206, 218.6, 226, 226.7, 510, 512, 1182.12, 1194,
21 1194.2, 1197, 1198, 2800, 2801, and/or those arising under the Industrial Welfare
22 Commission Wage Orders, California Business and Professions Code section 17200 et
23 seq., California Code of Regulations, title 8, Section 11160, California Civil Code sections
24 3287, 3289, and 3294, and California Code of Civil Procedure section 1021.5.s. Except
25 as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do
26 not release claims for vested benefits, wrongful termination, violation of the Fair
27 Employment and Housing Act, unemployment insurance, disability, social security,
28 workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes),
all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether
or not they exclude themselves from the Settlement. This means that all Aggrieved Employees,
including those who are Participating Class Members and those who opt-out of the Class
Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
Defendants or their related entities based on the PAGA Period facts alleged in the First Amended
Complaint, Plaintiff's PAGA Notice, or otherwise in this Action and resolved by this Settlement.

 The Aggrieved Employees' Releases for Participating and Non-Participating Class
Members are as follows:

1 All Participating and Non-Participating Class Members who are Aggrieved Employees
2 are deemed to forever release and discharge, on behalf of themselves and their respective former
3 and present representatives, agents, attorneys, heirs, administrators, predecessors, successors, and
4 assigns, the Released Parties, from all claims for all PAGA penalties and claims that were alleged,
5 or reasonably could have been alleged, based on the PAGA Period facts stated in the First
6 Amended Complaint and the PAGA Notice and ascertained in the course of the Action including
7 but not limited to failure to pay wages, failure to authorize and permit rest periods, failure to
8 indemnify for business expenses, failure to issue proper wage statements, failure to timely pay
9 wages, failure to properly pay vacation time, failure to provide meal periods, and related
10 allegations.

11 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

12 A. Individual Class Payments. The Administrator will calculate Individual Class
13 Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
14 by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks
15 worked by each individual Participating Class Member.

16 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
17 Payments by (a) dividing \$1,250 by the total number of PAGA Pay Periods worked by all
18 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
19 by each individual Aggrieved Employee.

20 C. Workweek/PAGA Pay Period Challenges. The number of Class Work Weeks you
21 worked during the Class Period and the number of PAGA Pay Periods you worked during the
22 PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You
23 have until <<RESPONSE DEADLINE>> to challenge the number of Work Weeks and/or PAGA
24 Pay Periods credited to you. You can submit your challenge by signing and sending a letter to
25 the Administrator by email, fax or regular U.S. mail. You can use the enclosed Dispute form for
26 this purpose. Section 9 of this Notice has the Administrator's contact information.

27 D. You need to support your challenge by submitting copies of pay stubs or other
28 records. The Administrator will accept Defendants' calculation of Work Weeks and/or PAGA
Pay Periods based on Defendants' records as accurate unless you send copies of records
containing contrary information. You should send copies rather than originals because the
documents will not be returned to you. The Administrator will resolve Work Week and/or PAGA
Pay Period challenges based on your submission and on input from Class Counsel (who will
advocate on behalf of Participating Class Members) and Defendants' Counsel. The
Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single
check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
including those who also qualify as Aggrieved Employees. The single check will combine the
Individual Class Payment and the Individual PAGA Payment.

1 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
2 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
3 Settlement (i.e., every Non-Participating Class Member).

4 **Your check will be sent to the same address as this Notice. If you change your**
5 **address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has**
6 **the Administrator's contact information.**

6 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

7 Email, fax, or mail a written and signed letter with your name, present address, telephone
8 number, and a simple statement that you do not want to participate in the Settlement. You may
9 use the enclosed Election Not To Participate In Settlement form for this purpose. The
10 Administrator will exclude you based on any writing communicating your request be excluded.
11 Be sure to personally sign your request, identify the Action as *Kevin Lynum vs. Prospect Hotel*
12 *Management, LLC*, Case No. 23-CVCV-0012034, and include your identifying information (full
13 name, address, telephone number, approximate dates of employment, and social security number
14 for verification purposes). You must make the request yourself. If someone else makes the
15 request for you, it will not be valid. You should send your Request for Exclusion to the
16 Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be sent**
17 **your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section
18 9 of the Notice has the Administrator's contact information. If you are an Aggrieved Employee,
19 you will still receive an Individual PAGA Payment, will release only his or her PAGA claims,
20 will not receive any compensation from the Settlement for the Class claims, and will not have any
21 right to object, appeal, or comment thereon

16 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

17 Only Participating Class Members have the right to object to the Settlement. Before deciding
18 whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to
19 approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will
20 file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why
21 the proposed Settlement is fair, and (2) a Motion for attorney's fees, litigation expenses and
22 service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
23 expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service
24 Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9
25 of this Notice) will send you copies of these documents at no cost to you. You can also view them
26 and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR
27 WEBSITE>> or the Court's website <<COURT WEBSITE>>.

24 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
25 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
26 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
27 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to**
28 **the Administrator is <<RESPONSE DEADLINE>>.** Be sure to tell the Administrator what

1 you object to, why you object, and any facts that support your objection. Make sure you identify
2 the Action, *Kevin Lynum vs. Prospect Hotel Management, LLC*, Case No. 23-CVCV-0012034,
3 and include your name, current address, telephone number, and approximate dates of employment
4 for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact
information. You may use the enclosed Objection form for this purpose. You should send your
objection to the Administrator by email, fax, or send by regular U.S. mail.

5 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
6 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
7 to tell the Court what you object to, why you object, and any facts that support your objection.
See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
Hearing.

8 However, if you would like to object to the Settlement, you must not submit a Request for
9 Exclusion (i.e., must not opt out). If you submit both a Request for Exclusion and an objection,
10 you will be excluded from the Settlement and your objection will not be considered.

11 If you object, but the Court approves the Settlement, you will be bound by the terms of the
Settlement in the same way as a Class Member who does not object.

12 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

13 You can, but don't have to, attend the Final Approval Hearing on ____ at (time) in Department
14 Dept. 03 of the Mariposa Superior Court, located at , 5088 Bullion Street, Mariposa, CA 95338.
15 At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how
16 much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the
Administrator. The Court will invite comment from objectors, Class Counsel and Defense
17 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually by <<CourtConnect/CourtCall/MicrosoftTeams>>
18 (<https://www.<<CourtVirtualAppearanceLink>>>). Check the Court's website for the most current
information.

19 It's possible the Court will reschedule the Final Approval Hearing. You should check the
20 Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
21 to verify the date and time of the Final Approval Hearing.

22 **9. HOW CAN I GET MORE INFORMATION?**

23 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
24 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send
25 an email to Class Counsel or the Administrator using the contact information listed below, or
consult the Superior Court website by going to (<http://www.<<COURT'S WEBSITE>>.aspx>) and
26 entering the Case Number for the Action, Case No. 23-CVCV-0012034. You can also make an
appointment to personally review court documents in the Clerk's Office at the by calling ____.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: David Glenn Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

Defendants' Counsel:

Name of Attorneys: Nicole Sheth, Esq. and Christina Ricci, Esq.
Email Addresses: nsheth@kbrlaw.com; cricci@kbrlaw.com
Name of Firm: KAUFMAN BORGEEST & RYAN LLP
Mailing Address: 21700 Oxnard Street
Woodland Hills, CA 91367
Telephone: (818) 880-0992

Name of Attorney: Robert B. Forouzandeh, Esq.
Email Address: rforouzandeh@rppmh.com
Name of Firm: REICKER, PFAU, PYLE & MCROY, LLP
Mailing Address: 1421 State Street
Suite B
Santa Barbara, CA 93101
Telephone: (805) 966-2440

Administrator:

Name of Company: Phoenix Class Action Administration Solutions
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You can contact the Unclaimed Property Fund at (800) 992-4647.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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EXHIBIT B

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EXHIBIT C

Lynum v. Prospect Hotel Management, LLC, et al.

Class Action and PAGA Settlement Agreement

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1 this Work Weeks/PAGA Pay Periods Dispute Form for this purpose. You must also send any
2 documents or other information that you contend supports your belief that the information set
3 forth above is incorrect. The Administrator will resolve any dispute based upon Defendants'
4 records and any information you provide. Please be advised that the information on this Work
Weeks Dispute Form is presumed to be correct unless the documents you submit are company
records from Defendants.

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8 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WORK**
9 **WEEKS/PAGA PAY PERIODS, RECEIPT OF A SETTLEMENT PAYMENT, OR**
10 **YOUR EMPLOYMENT STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**
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EXHIBIT D

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OBJECTION FORM

Kevin Lynum v. Prospect Hotel Management, LLC
Superior Court of the State California, County of Mariposa
Case No. 23-CVCV-0012034

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: () - -

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO << @ .COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Kevin Lynum v. Prospect Hotel Management, LLC* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

1 [] I am or will be represented by an attorney (provide name and address of attorney on lines
2 below if applicable):

3 _____
4 _____
5 _____
6 _____
7 _____

8
9 Executed on _____, 2024

10 _____
(Signature)

11 <<Name>> _____

12 (Printed Name)

13
14 EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

15
16 FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

17 MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
18 POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

19 Kevin Lynum v. Prospect Hotel Management, LLC Administrator
[ADDRESS]

20 <<____>>
21 <<____>>
22 <<____>>

State of California,
County of Los Angeles

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

Nicole Sheth, Esq.
Christina Ricci, Esq.
KAUFMAN BORGEESE & RYAN
21700 Oxnard Street, Suite 1450
Woodland Hills, CA 91367
nsheth@kbrlaw.com
cricci@kbrlaw.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address nora@spivaklaw.com.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

NORA GREER