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San Luis Obispo Superior Court

By: 
Gabrielle Medina, Deputy Clerk

Attorneys for Plaintiffs MARCELLA HOLMES,
and CHRISTIAN LOPEZ, individually,
and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

MARCELLA HOLMES; CHRISTIAN
LOPEZ, individually, and on behalf of
Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

PACIFICA HOTEL COMPANY, a California
Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV-0681

Honorable Tana L. Coates
Department 4

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEES, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: 04/22/2026
Time: 9:00 AM
Department: 4

Complaint Filed: November 20, 2023
FAC Filed: October 29, 2025
Trial Date: Not Set

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1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC (“Plaintiffs’ Counsel”), attorneys of record for Plaintiffs Marcella Holmes (“Plaintiff Holmes”) and Christian Lopez (“Plaintiff Lopez”) (together, “Plaintiffs”). I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement and Award of Attorneys’ Fees and Costs, General Release Fees, and Settlement Administration Costs (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. Defendant Pacifica Hotel Company (“Defendant”) is the largest owner and operator of boutique hotels along the Pacifica Coast. Defendant employed Plaintiff Holmes as an hourly-paid, non-exempt Server from approximately February 2023 to approximately August 2023. Defendant employed Plaintiff Lopez as an hourly-paid, non-exempt Dishwasher and Salad Preparer from approximately March 2023 to approximately October 2023.

4. On November 20, 2023, Plaintiff Holmes filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.*, commencing a representative action under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) in the case entitled *Marcella Holmes v. Pacifica Hotel Company, et al.*, San Luis Obispo County Superior Court Case No. 23CV-0681 (“Action”) against Defendant and former defendants The Wayfarer San Luis Obispo, IWF Hotel Investors I, L.P., Hilton Employer Inc., and Hilton Domestic Operating Company, Inc.

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**DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES,
AND SETTLEMENT ADMINISTRATION COSTS**

1 5. On March 29, 2024, Plaintiff Lopez filed a Class Action Complaint in the action
2 entitled *Christian Lopez v. Pacifica Hotel Company, et al.*, Los Angeles County Superior Court Case
3 No. 24STCV08167 (“Class Action”), thereby commencing a putative class action against Defendant
4 and Pacifica Hotel Management, LLC.

5 6. On April 8, 2024, pursuant to the request of Plaintiff Holmes, Plaintiff Holmes’ claims
6 against former defendants Hilton Employer Inc. and Hilton Domestic Operating Company, Inc. were
7 dismissed without prejudice from the Action.

8 7. On June 24, 2024, Plaintiff Lopez propounded written formal discovery onto Defendant
9 and Pacifica Hotel Management, LLC (specifically, Special Interrogatories (Set One) and Requests
10 for Production of Documents (Set One)).

11 8. On August 2, 2024, Plaintiff Holmes propounded written formal discovery onto
12 Defendant and former defendants The Wayfarer San Luis Obispo, and IWF Hotel Investors I, L.P.
13 (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set
14 One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for
15 Production of Documents (Set One)) and served a proposed Belaire-West notice.

16 9. On August 8, 2024, Defendant propounded written formal discovery onto Plaintiff
17 Holmes (specifically, Form Interrogatories – Employment Law (Set One) and Special Interrogatories
18 (Set One)) and noticed the deposition of Plaintiff Holmes.

19 10. On August 9, 2024, Defendant and Pacifica Hotel Management, LLC served responses
20 to Plaintiff Lopez’s written formal discovery requests (specifically, Special Interrogatories (Set One)
21 and Requests for Production of Documents (Set One)) along with a production of documents.

22 11. On September 16, 2024, Defendant and Pacifica Hotel Management, LLC filed a
23 Motion to Compel Arbitration and Stay or Dismiss Proceedings (“Motion to Compel Arbitration”) and
24 supporting documents in the Class Action.

25 12. On October 16, 2024, Defendant served supplemental responses to Plaintiff Lopez’s
26 Request for Production of Documents (Set One) along with a production of documents.

27 13. On December 3, 2024, Defendant served an amended notice of deposition of Plaintiff
28 Holmes.

1 14. On December 27, 2024, Plaintiff Lopez filed an Opposition to the Motion to Compel
2 Arbitration and supporting documents in the Class Action.

3 15. On January 3, 2025, Defendant and Pacifica Hotel Management, LLC filed a Reply in
4 support of their Motion to Compel Arbitration and supporting documents in the Class Action.

5 16. On March 26, 2025, pursuant to the request of Plaintiff Holmes, Plaintiff Holmes'
6 claims against former defendants The Wayfarer San Luis Obispo and IWF Hotel Investors I, L.P. were
7 dismissed without prejudice from the Action.

8 17. On September 12, 2025, Plaintiffs and Defendant (collectively, the "Parties")
9 participated in a formal mediation conducted by Monique Ngo-Bonnici, Esq., a neutral and respected
10 mediator with extensive experience in complex wage and hour matters, during which the Parties were
11 ultimately able to reach a PAGA only settlement of the Action.

12 18. On October 13, 2025, Plaintiffs provided an amended written notice by electronic
13 submission to the LWDA and by U.S. Certified Mail to Defendant, which added Plaintiff Lopez as a
14 claimant. A true and correct copy of the October 13, 2025 amended notice is attached hereto as
15 **Exhibit 2**. Together., the September 13, 2023 notice and October 13, 2025 amended notice are
16 referred to as the "PAGA Notice."

17 19. On October 29, 2025, Plaintiffs filed a First Amended Complaint for Enforcement
18 Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative
19 Complaint") in the Action, which added Plaintiff Lopez as a named plaintiff. The Operative
20 Complaint asserts a single cause of action for civil penalties under PAGA for violations of California
21 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197,
22 1197.1, 2800, and 2802 and the applicable Industrial Welfare Commission Wage Orders.

23 20. On November 18, 2025, Plaintiff Lopez filed request for dismissal documents in the
24 Class Action.

25 21. On November 26, 2025, the Parties executed the Private Attorneys General Act
26 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"). A true
27 and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

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1 22. During the course of formal and informal discovery in the Action, Plaintiffs' Counsel
2 conducted an intense investigation into the facts of the Action. This included obtaining data,
3 information, and documents relating to the underlying alleged violations, including, but not limited to,
4 Plaintiffs' employee files, a sampling of Aggrieved Employees' time and payroll records, relevant
5 wage and hour policies, and Aggrieved Employees' data points so that Plaintiffs could assess the
6 number of alleged potential violations and value of the recoverable penalties, as well as evaluate the
7 strengths and weaknesses of their claims.

8 23. Based on the data, information, and documents received, as well as thorough
9 discussions with Defendant's counsel, Plaintiffs' Counsel was able to (i) determine the total number
10 of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory
11 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages
12 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
13 Defendant within the relevant statutory period. Defendant, however, disputed Plaintiffs' claims and
14 disputed both the existence of and extent of liability as alleged by Plaintiffs, which allowed Plaintiffs'
15 Counsel to further assess the strength of Plaintiffs' claims. Plaintiffs' Counsel's experience in
16 litigating similar representative wage and hour claims, the degree of investigation that was conducted
17 here, and the amount of data, information, and documents that was obtained, was sufficient to
18 determine the potential value of the PAGA claims, and to evaluate the strength of these claims for
19 purposes of settlement.

20 24. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The
21 Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise
22 of Plaintiffs' PAGA claims, and that it is the desire and intention of the Parties to affect a final and
23 complete resolution of the Action.

24 25. Defendant denies all of the claims in the Action, and does not waive, but rather
25 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural,
26 and factual grounds should the Settlement Agreement not become final. The Settlement Agreement
27 reflects a compromise reached to end litigation in the Action. Following significant investigation and
28 extensive settlement negotiations, Plaintiffs now seek approval of the proposed Settlement Agreement,

1 which will resolve all representative claims alleged in the Action.

2 **Notice to the LWDA**

3 26. In accordance with California Labor Code sections 2699 *et. seq.*, on December 1, 2025,
4 a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission
5 through the LWDA's website. A true and correct copy of the email from the LWDA confirming
6 receipt is attached hereto as **Exhibit 4**.

7 **Summary of the Terms of the Settlement Agreement**

8 27. For purposes of settlement only, the Parties have agreed that the "Aggrieved
9 Employees" shall be defined as "all current and former non-exempt employees of Defendant during
10 the PAGA Period." The "PAGA Period" is the period from October 1, 2022 through the earlier of
11 approval of the Settlement or December 15, 2025. According to information provided by Defendant,
12 it is estimated that there are approximately one thousand three hundred and fifteen (1,315) Aggrieved
13 Employees who worked approximately forty-six thousand six hundred and sixty-six (46,666) pay
14 periods for Defendant during the PAGA Period ("Pay Periods").

15 28. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-
16 reversionary Gross Settlement Amount of Seven Hundred Thousand Dollars and Zero Cents
17 (\$700,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested
18 costs, fees, and other allocations. The Gross Settlement Amount includes: (1) attorneys' fees in the
19 amount of thirty-five (35%) of the Gross Settlement Amount (i.e., \$245,000.00 if the Gross Settlement
20 Amount is \$700,000.00); (2) attorneys' actual litigation costs and expenses in the amount of Thirty-
21 Three Thousand Five Hundred Thirty-Three Dollars and Seven Cents (\$33,531.07); (3) General
22 Release Fees in the aggregate amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and
23 (4) Settlement Administration Costs, not to exceed Ten Thousand Five Hundred Fifty Dollars and
24 Zero Cents (\$10,550.00).

25 29. After the above-estimated amounts are deducted from the Gross Settlement Amount,
26 the Net Settlement Amount will amount to Three Hundred Ninety Thousand Nine Hundred Eighteen
27 Dollars and Ninety-three Cents (\$390,918.93), of which seventy-five percent (75%), or Two Hundred
28 Ninety-Three Thousand One Hundred Eighty-Nine Dollars and Twenty Cents (\$293,189.30), will be

1 paid to the LWDA (“LWDA Payment”), and twenty-five percent (25%), or Ninety-Seven Thousand
2 Seven Hundred Twenty-Nine Dollars and Seventy-Three Cents (\$97,729.73), will be distributed and
3 paid to Aggrieved Employees (“Employees’ Portion”) on a *pro rata* basis based upon their number of
4 Pay Periods.

5 30. Should the number of Pay Periods during the PAGA Period increase by more than ten
6 percent (10%) above 46,666, the Gross Settlement Amount will increase proportionally over the 10%
7 grace (i.e., meaning if the Pay Periods increase by 11%, the Gross Settlement Amount will increase
8 by 11%). However, if the escalator clause is triggered, Defendant may alternatively choose to end the
9 PAGA Period on the date that the increase would otherwise be triggered.

10 31. No later than seven (7) calendar days after the Court’s order granting approval of the
11 Settlement, Defendant will provide the Settlement Administrator with a list of all Aggrieved
12 Employees (“Aggrieved Employees List”), containing the following information for each Aggrieved
13 Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv)
14 Social Security number; and (v) dates worked during the PAGA Period.

15 32. No later than twenty-one (21) calendar days after the Court’s order granting approval
16 of the Settlement Agreement, Defendant will fully fund the Gross Settlement Amount by transmitting
17 the Gross Settlement Amount to a qualified settlement account established by the Settlement
18 Administrator.

19 33. No later than seven (7) calendar days after the Settlement Administrator receives the
20 Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will distribute
21 the Individual PAGA Payments (along with a Cover Letter), the LWDA Payment, the Settlement
22 Administration Costs, the General Release Fees, and the Attorneys’ Fees and Costs.

23 34. Each Individual PAGA Payment check will be valid and negotiable for one hundred
24 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
25 Any funds associated with such canceled checks will be distributed by the Settlement Administrator
26 to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved
27 Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

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The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiffs' Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement

35. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

36. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiffs' core allegations are that Defendant systematically violated the California Labor Code by, *inter alia*, failing to properly pay wages for all hours worked, failing to pay overtime, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination, failing to maintain accurate payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

37. Defendant maintained several defenses to Plaintiffs' theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues to have, compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under PAGA. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of Defendant's other employees whom Plaintiffs seek to represent are aggrieved. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

38. Even if violations of the California Labor Code occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

1 39. Defendant also contended that, with respect to PAGA claims, the Court was unlikely
2 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
3 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
4 certain conduct may be regulated by multiple provisions of the California Labor Code that are
5 interrelated and work in tandem.

6 40. While Plaintiffs maintain that their PAGA claims have merit, in reaching the
7 Agreement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's
8 position, and the uncertainty of how the case might have concluded as litigation continued, at trial,
9 and/or upon appeal. The Agreement achieves a sizeable benefit obtained.

10 41. As set forth in the Motion, the California Labor Code does not set forth the criteria by
11 which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into
12 consideration some of the factors that courts use when reviewing a class action settlement.¹ "[A]
13 PAGA claim asserted on a non-class representative basis...is not considered a class action but a law
14 enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida*
15 *v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a
16 discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential
17 recovery is as follows:

18 *i. Unpaid Wages*

19 42. Plaintiffs allege that Defendant failed to compensate Plaintiffs and the Aggrieved
20 Employees at their applicable minimum, regular, and overtime rates for their work, and failed to
21 compensate them for all hours that they worked. For example, Plaintiffs alleged that Plaintiffs and the
22 other Aggrieved Employees were required to stay late after the end of their shifts to make sure
23 everything in the kitchen and restaurant were clean, such as finish washing dishes, taking out the trash,
24 and ensuring the facilities were prepared for the morning shift. Additionally, Plaintiffs alleged that
25 Defendant failed to pay overtime compensation at the rate of one and one-half times the regular rate
26 of pay by failing to include all non-discretionary compensation into the regular rate calculation.

27
28 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 43. Defendant denied these claims, arguing that its overtime policies and practices comply
2 with California law. Defendant further contended that its non-exempt employees were responsible for
3 accurately recording their own hours and that it was not aware that any work had been performed off-
4 the-clock. Defendant also argued that its overtime calculations lawfully included all forms of
5 compensation. Defendant also produced payroll data evidencing overtime paid to its employees.

6 44. If a violation was found to have occurred in every one of the aggregate pay periods
7 within the relevant time period, the potential maximum exposure for this claim would be \$4,666,600.²

8 *ii. Meal Periods*

9 45. Plaintiffs asserted that Defendant failed to provide employees with lawful meal periods.
10 For example, Plaintiffs reported that they and the other Aggrieved Employees often were required to
11 work through their meal periods. Plaintiffs additionally reported that even when they were able to
12 take their meal breaks, they had to take them late because the restaurant was often full and busy or
13 there were special events that caused delays.

14 46. Defendant argued that the Aggrieved Employees were permitted, if not encouraged, to
15 take their meal breaks. Defendant also argued that its written meal break policy was lawful and
16 employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal
17 period claims would be inherently difficult as it would need to be proven that compliant meal periods
18 were not provided, but time records would not indicate whether or not a meal period was interrupted.
19 Indeed, Plaintiffs' analysis revealed only a 18.5% violate rate of purported unique meal period
20 violations after offsetting meal period premiums paid.

21 47. If a violation was found to have occurred in every one of the aggregate pay periods
22 within the relevant time period, the potential maximum exposure for this claim would be \$4,652,951
23 net of meal period premiums paid.

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26 _____
27 ² While the California Labor Code provides for \$100 for the first violation and up to \$250 for each subsequent violation
28 (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods
times a \$100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is
discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

1 *iii. Rest Periods*

2 48. Plaintiffs argued that Defendant failed to schedule, permit, or authorize compliant rest
3 periods. For example, Plaintiffs alleged that Plaintiffs and other Aggrieved Employees were routinely
4 not authorized and permitted to receive uninterrupted 10-minute rest periods during their shifts. Here,
5 Plaintiffs faced the challenge of having to prove each alleged rest period violation with only testimony
6 from Aggrieved Employees.

7 49. If a violation was found to have occurred in every one of the aggregate pay periods
8 within the relevant time period, the potential maximum exposure for this claim would be \$4,666,600.

9 *iv. Unreimbursed Business Expenses*

10 50. Plaintiffs alleged that Aggrieved Employees incurred necessary business expenses that
11 were never fully reimbursed by Defendant, including the usage of personal cell phones for work-
12 related purposes and the purchase of black pants and non-slip shoes pursuant to Defendant's dress
13 code.

14 51. Defendant contended that it had a policy and practice of reimbursing employees for
15 necessary business-related expenses. Defendant further contended that, with respect to the alleged
16 expenses for which Plaintiffs and Aggrieved Employees never requested reimbursement from
17 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
18 incurred.

19 52. If a violation was found to have occurred in every one of the aggregate pay periods
20 within the relevant time period, the potential maximum exposure for this claim would be \$4,666,600.

21 *v. Derivative Claims*

22 53. As with all derivative claims, success depends on the success of the underlying claims.
23 Here, Plaintiffs' claims for inaccurate wage statements, failure to pay all wages due during
24 employment and upon termination, and failure to keep requisite payroll records would only succeed if
25 the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and
26 failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore,
27 these claims were subject to the same risks of failure as discussed above.

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1 54. Again, if a violation was found to have occurred in every one of the aggregate pay
2 periods within the relevant time period, the potential maximum exposure for this claim would be
3 \$4,666,600.

4 *vi. Total PAGA Penalties*

5 55. Plaintiffs' Counsel considered information obtained through investigations and
6 obtained from Plaintiffs and Aggrieved Employees, as well as data provided by Defendant, and created
7 valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims
8 were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could
9 be shown that civil penalties under the California Labor Code are owed of one penalty per pay period
10 during the relevant time period, Defendant's estimated total exposure in theory would exceed several
11 million dollars. However, Plaintiffs' Counsel considered the fact that, by law, the Court has the
12 discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would
13 apply, and that stacking and/or cumulative penalties may not be allowed. Based thereon and the
14 application of one penalty per pay period in the relevant time period, the estimated total exposure was
15 \$4,666,600. Plaintiffs' Counsel then considered the defenses asserted, information and evidence
16 obtained, and circumstances in this case, which posed risks to representative adjudication and
17 monetary recovery. Accordingly, a discount of 60% was applied to account for the risks associated
18 with proving the underlying violations and the cost and delay in recovering the alleged potential
19 penalties (bringing the value of this claim closer to \$1,866,640), and a discount of 60% was applied
20 to account for the risks associated with succeeding on the merits and establishing liability (bringing
21 the value of this claim closer to \$746,656). In light thereof, the Gross Settlement Amount of \$700,000
22 is a significant settlement.

23 **The Amount in the Settlement Agreement**

24 56. The Net Settlement Amount is currently estimated to be Three Hundred Ninety
25 Thousand Nine Hundred Eighteen Dollars and Ninety-three Cents (\$390,918.93). After all deductions
26 from the Gross Settlement Amount are made for the Attorneys' Fees and Costs, General Release Fees,
27 and Settlement Administration Costs, Two Hundred Ninety-Three Thousand One Hundred Eighty-
28 Nine Dollars and Twenty Cents (\$293,189.30) (i.e. 75% of the Net Settlement Amount) will go to the

1 LWDA, and Ninety-Seven Thousand Seven Hundred Twenty-Nine Dollars and Seventy-Three Cents
2 (\$97,729.73) (i.e. 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required
3 by California Labor Code § 2699(i) in effect at the time of Plaintiffs' filing in this matter ("civil
4 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor
5 and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). There is no
6 reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully
7 complies with California Labor Code section 2699(i).

8 57. The Settlement Agreement is a compromise of highly disputed claims. Plaintiffs and
9 their counsel recognize the expense and length of continued proceedings necessary to litigate the
10 matter through trial and any possible appeals. Plaintiffs and their counsel have also taken into account
11 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
12 such litigation. Plaintiffs and their counsel are also aware of the burdens of proof necessary to establish
13 liability, both generally and in response to Defendant's defenses thereto, and the difficulties in
14 establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiffs, the
15 State of California, and other Aggrieved Employees. Plaintiffs and their counsel have also taken into
16 account Defendant's agreement to enter into a settlement that confers significant relief upon the
17 Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiffs
18 and their counsel have determined that the Agreement represents a fair, adequate, and reasonable
19 resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the
20 State of California.

21 58. The result achieved in this case is well within the range of what is considered an
22 acceptable settlement under the circumstances, especially when compared to the settlement of PAGA
23 claims in other cases.

24 **The Agreement was Negotiated by Experienced Counsel**

25 59. In the view of Plaintiffs' Counsel, the benefits conferred by the Agreement are
26 eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved
27 Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial
28 monetary benefits provided for by the Agreement.

1 60. Here, the extent of formal and informal discovery conducted was sufficient to enable
2 Plaintiffs' Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement.
3 The settlement negotiations were conducted by highly capable and experienced counsel. Plaintiffs'
4 Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and
5 are experienced in handling complex wage and hour class action litigation. Accordingly, Plaintiffs'
6 Counsel had sufficient information and experience to act intelligently in negotiating the Agreement.

7 **The Requested Attorneys' Fees are Fair and Reasonable**

8 61. Plaintiffs' Counsel's application for attorneys' fees in light of the facts and
9 circumstances surrounding this matter is well-within the range of reasonableness. Plaintiffs' Counsel
10 has vigorously litigated this matter since it was commenced, with the very real possibility of an
11 unsuccessful outcome and no fee recovery of any kind.

12 62. In the present case, Plaintiffs' Counsel has borne all of the risks and costs of litigation
13 and will not receive any compensation until recovery is obtained. Plaintiffs' Counsel is experienced
14 in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiffs,
15 the Aggrieved Employees, and the State of California. Considering the amount of fees requested,
16 work performed, risks incurred, and experience of Plaintiffs' Counsel in handling similar matters,
17 Plaintiffs maintain that the requested attorneys' fees of thirty-five (35%) of the Gross Settlement
18 Amount (i.e., \$245,000.00) is reasonable and should be awarded.

19 63. The effectiveness of Plaintiffs' Counsel's prosecution of this matter has translated into
20 tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will
21 obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years
22 for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other
23 representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3)
24 significant savings in Plaintiffs' Counsel's fees and/or costs that would have only increased
25 significantly had the case progressed through trial and/or appeals.

26 64. Plaintiffs' Counsel is experienced in complex representative and class action wage-
27 and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class
28 and PAGA actions that have since been resolved, the most recent of which are attached hereto as

1 **Exhibit 5.** The attorneys who worked on this matter are all experienced in litigating wage and hour
2 matters as follows:

3 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
4 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
5 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
6 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
7 associate and remained employed there from September 2008 through August 2015. During his
8 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
9 employment, corporate, entertainment, and general business litigation matters, though his primary area
10 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
11 those cases, he was the only or primary attorney managing the case and thus obtained extensive
12 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
13 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
14 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
15 motions and pleadings, including dispositive and certification motions; strategized on all cases;
16 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
17 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
18 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
19 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
20 the cases he managed were highly publicized, with articles written about them in the Los Angeles
21 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
22 regularly honored him as a Southern California Rising Star since 2012. He is currently the managing
23 partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of
24 which include a wage and hour component. The majority of those cases are wage-and-hour putative
25 class actions or representative PAGA actions seeking relief on behalf of thousands of California
26 employees. His billable rate is \$1,295, which is well within the prevailing rate for attorneys with his
27 experience in this area of practice in Southern California.

28 ///

1 b. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
2 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
3 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
4 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
5 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
6 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
7 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
8 to Blackstone Law as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over one
9 hundred complex litigation cases, ranging from employment matters to corporate and general business
10 litigation matters. On many of those cases, she was the only or primary attorney managing in the case
11 and thus obtained extensive experience overseeing these types of actions. In that capacity, she was
12 the primary contact for clients; took and defended many depositions; propounded and responded to
13 discovery; prepared and opposed motions and pleadings, including dispositive and certification
14 motions; strategized on all cases; attended hearings; attended mediations; coordinated with class action
15 administrators; prepared and worked with experts; participated in trial prep and trials; and engaged in
16 all other intricate facets of litigation. Super Lawyers honored her as a Southern California Rising Star
17 from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she oversees and handles over
18 100 wage-and-hour putative class actions and/or representative actions under PAGA seeking relief on
19 behalf of California employees. She has considerable experience in handling class and representative
20 action lawsuits throughout her career and has been approved as counsel in a number of cases. Her
21 billable rate is \$985, which is well within the prevailing rate for attorneys with her experience in this
22 area of practice in Southern California.

23 c. Sara Pezeshkpour is a 2008 graduate of UCLA Law School and is part of the team at
24 Blackstone that litigated this matter. She was admitted to practice law in California that same year.
25 Since passing the California bar, Ms. Pezeshkpour has exclusively represented plaintiffs in civil rights
26 litigation, including wage-and-hour disputes, as well as harassment, discrimination, and retaliation
27 litigation. Her hourly rate of \$850 is reasonable based on her education and experience and is in line
28 with the market rate.

1 d. Ashley H. Cruz is a former attorney at Blackstone. She received her Bachelor of Arts
2 degree from the University of California, Los Angeles in 2011, where she majored in International
3 Development Studies and minored in Political Science and French. In 2014, she graduated from the
4 Loyola University Chicago School of Law with honors. She was admitted to the State Bar of
5 California in December of 2015. Her hourly rate of \$750 is reasonable based on her education and
6 experience and is in line with the market rate at the time she worked in this case.

7 e. Noam Y. Reiffman joined Blackstone with extensive litigation experience and
8 currently specializes in employment class action and representative claims. Prior to working at
9 Blackstone, he represented clients across a wide range of fields including complex litigation and white-
10 collar criminal defense in both state and federal courts. He spent time as a law clerk for the Honorable
11 Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los Angeles
12 County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law School in
13 2014, where he graduated *summa cum laude* and was a member of the Southwestern Law Review,
14 Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers Southern
15 California Rising Star since 2019. His hourly rate of \$750 is reasonable based on his education and
16 experience and is in line with the market rate.

17 f. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone. She graduated from
18 Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute resolution
19 from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working for Marlin
20 & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los Angeles. While
21 working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million case, *Utne v.*
22 *Home Depot U.S.A., Inc.*, United States District Court for the Northern District of California, Case
23 No. 3:16-cv-01854-RS, and was approved as class counsel. Her hourly rate of \$750 is reasonable
24 based on her education and experience and is in line with the market rate.

25 g. I joined Blackstone from a highly reputable employment law firm. I graduated from
26 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
27 England Law | Boston with a Juris Doctor degree in 2019 and the State Bars of New York and New
28 Jersey in 2023. I am additionally licensed in all federal district courts of California. I have worked

on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. I was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I manage the post-settlement department at Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

65. Blackstone Law, APC has spent approximately 330.70 total hours litigating this matter. To date, our total fees incurred amount to \$289,594. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting discovery, pleadings, and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and the documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	25.40	\$1,295	\$32,893
Karen I. Gold	Senior Counsel	89.60	\$985	\$88,256
Sara Pezeshkpour	Associate	66.70	\$850	\$56,695
Ashley H. Cruz	Senior Associate	33.40	\$750	\$25,050
Noam Y. Reiffman	Senior Associate	42.10	\$750	\$31,575
Marissa A. Mayhood	Senior Associate	58.30	\$750	\$43,725
Alexandra Rose	Senior Associate	15.20	\$750	\$11,400

66. We expect to spend an additional 10 hours (\$7,500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, and our clients. Based thereon, the total amount of Plaintiffs' Counsel's fees through closure of this matter

1 are estimated to be approximately \$297,094.

2 **The Requested Attorneys' Costs and Expenses are Fair and Reasonable**

3 67. The Settlement Agreement provides for reimbursement of Plaintiffs' Counsel's
4 litigation costs and expenses of up to Forty Thousand Dollars and Zero Cents (\$40,000.00). However,
5 Plaintiffs' Counsel seeks reimbursement of a total of Thirty-Three Thousand Five Hundred Thirty-
6 Three Dollars and Seven Cents (\$33,531.07) in litigation costs and expenses. A true and correct
7 itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 6**. This amount
8 was reasonable and necessary in the prosecution of this matter.

9 **The Settlement Administration Costs are Fair and Reasonable**

10 68. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to
11 approval by the Court, ILYM Group, Inc., to handle the administration of the Agreement. The fees
12 and expenses of the Settlement Administrator are estimated not to exceed Ten Thousand Five Hundred
13 Fifty Dollars and Zero Cents (\$10,550.00). These costs include, but are not limited to, expenses for
14 preparing, translating, printing, and mailing the Cover Letter and Individual PAGA Payment checks
15 to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new
16 addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement,
17 among other things. Accordingly, the Court should grant approval of the Settlement Administration
18 Costs in the amount of *up to* Ten Thousand Five Hundred Fifty Dollars and Zero Cents (\$10,550.00)
19 to ILYM Group, Inc., a necessary third-party for handling the settlement process.

20 **The General Release Fees Are Fair and Reasonable**

21 69. As part of the Settlement Agreement, Plaintiffs respectfully request reasonable General
22 Release Fees of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total,
23 \$20,000.00). These General Release Fees are eminently reasonable given the time and effort Plaintiffs
24 spent on this matter, their services on behalf of the State of California and the Aggrieved Employees,
25 and their broader, general release of claims.

26 70. By initiating and pursuing the Action, Plaintiffs stepped into the shoes of the State of
27 California and undertook the responsibilities of serving in representative capacities. Plaintiffs were
28 available whenever Plaintiffs' Counsel needed them and actively tried to obtain information that would

benefit the prosecution of the Action.

71. Accordingly, Plaintiffs respectfully submit that it is appropriate and just for Plaintiffs to receive General Release Fees in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) in addition to the Individual PAGA Payments they will receive as Aggrieved Employees, for their services on behalf of the State of California and the other Aggrieved Employees, as well as for their broader, general release of claims.

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

Executed on December 1, 2025, at Jersey City, New Jersey.

A handwritten signature in black ink, appearing to read 'Alexandra Rose', is written over a horizontal line.

Alexandra Rose

EXHIBIT 1

September 13, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Marcella Holmes v. Pacifica Hotel Company, The Wayfarer San Luis Obispo, IWF Hotel Investors I, L.P., Hilton Employer Inc., Hilton Domestic Operating Company Inc., IWF SLO Kinney Mezz, L.P.*

Dear Representative:

This office represents Marcella Holmes (“Claimant”) with respect to their claims under the California Labor Code against Pacifica Hotels Company, Wayfarer SLO, IWF Hotel Investors I, L.P., Hilton Employer Inc., Hilton Domestic Operating Company Inc., and IWF SLO Kinney Mezz, L.P. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately February 2023 to August 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as a Server at The Wayfarer San Luis Obispo, which is part of Hilton Hotel’s Tapestry Collection brand, and is located at 1800 Monterey St, San Luis Obispo, CA 93401.

Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimants are seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants’ notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during

Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351 *et seq.*, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including amongst other things responding to communications with coworkers and supervisors while off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times,

including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO PROVIDE ALL GRATUITIES ACCRUED BY CLAIMANT AND THE AGGRIEVED EMPLOYEES

Claimants and the Aggrieved Parties are entitled to the gratuities left for them by patrons of Employers. The regulation of provision of said gratuities comes under Cal. Lab. Codes sections 350, *et seq.* Cal. Lab. Code section 351 states in part: "Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for."

Employers wrongfully exercised dominion over gratuities through their practices of withholding gratuities, which include, but are not limited to, failing to pay all banquet tips earned and not paying tips for orders placed through the restaurant's QR code. As a result of the practices described herein, Employers have converted gratuities that belonged to Claimants and the Aggrieved Employees.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the California Labor Code; recovery of the gratuities converted by Employers, as well as any interest thereon and any and all profits, whether direct or indirect, which Employers acquired by unlawful conversion and attorneys' fees and costs.

5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Moreover, Employers failed to issue payment for one or more pay periods towards the end of their operations, and instead informed Claimant and Aggrieved Employees that the company was going out of business. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Moreover, no wage statement(s) were issued to Claimant and Aggrieved Employee for one or more pay periods before Employers supposedly went out of business. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or

establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, Employers failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Moreover, Employers failed to maintain accurate records of the work performed during the pay period(s) leading up to them allegedly going out of business. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes and the purchase of black jeans per employers' dress code.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of

requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Furthermore, Employers failed to issue payment for the work performed in the pay periods leading up to Employers allegedly going out of business, as well as final paychecks owed to Claimant and Aggrieved Employees. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

10. FAILURE TO PERMIT USAGE OF ACCURED, PAID SICK LEAVE

California Labor Code sections 246.5(c)(1) provides that "An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days."

California Labor Code section 248.5 provides: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

During the relevant time period, Employers at times failed to permit Claimant and Aggrieved Employees to use their accrued sick days. Claimant and Aggrieved Employees will therefore seek PAGA penalties pursuant to California Labor Code sections 2699 and 248.5.

11. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

***Pacifica Hotels Company
39 Argonaut
Aliso Viejo, CA 92656***

***Pacifica Hotels Company
Attention for Service
Matthew D Marquis
39 Argonaut
Aliso Viejo, CA 92656***

***IWF Hotel Investors I, L.P.
Attention for Service
Thomas J. Gamble
1933 Cliff Drive, Suite 1
Santa Barbara, CA 93109***

***Tapestry Collection by Hilton
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102***

***Hilton Employer Inc.
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102***

***Hilton Domestic Operating Company Inc.
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102***

***The Wayfarer San Luis Obispo
1800 Monterey Street
San Luis Obispo, CA 93401***

IWF SLO Kinney Mezz, L.P.
Attention for Service
Thomas J. Gamble
39 Argonaut
Aliso Viejo, CA 92656

EXHIBIT 2

Alexandra Rose, Esq.
arose@blackstonepc.com

October 13, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>**RE: *Marcella Holmes and Christian Lopez v. Pacifica Hotel Company*
 LWDA Case No. LWDA-CM-981327-23**

Dear Representative:

On September 13, 2023, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Pacifica Hotel Company, The Wayfarer San Luis Obispo, IWF Hotel Investors I, L.P., Hilton Employer Inc., Hilton Domestic Operating Company Inc., IWF SLO Kinney Mezz, L.P. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”), on behalf of Marcella Holmes (“Ms. Holmes”).

Employers employed Ms. Holmes from approximately February 2023 to August 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Ms. Holmes was employed as a Server at The Wayfarer San Luis Obispo, which is part of Hilton Hotel’s Tapestry Collection brand, and is located at 1800 Monterey St, San Luis Obispo, CA 93401.

Ms. Holmes has alleged a cause of action under PAGA in a civil action against Employers in a representative action entitled *Marcella Holmes v. Pacifica Hotel Company, et al.*, San Luis Obispo County Superior Court Case No. 23CV-0681 (the “Action”).

We write to inform you that we have been retained by Christian Lopez (“Mr. Lopez”) who was employed by Employers as a Dishwasher and Salad Preparer from approximately March 2023 to October 2023 at Employers’ location in Marina Del Rey, California. Mr. Lopez intends to be added to the Action as a named plaintiff.

The Action seeks penalties for violations of the California Labor Code which are recoverable under PAGA. Ms. Holmes and Mr. Lopez (together, “Claimants”) are seeking penalties

on behalf of themselves and in representative capacities on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants’ notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimants’ employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351 *et seq.*, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock including amongst other things responding to communications with coworkers and supervisors while off-the-clock. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimants and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based

on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was

adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimants and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement

and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO PROVIDE ALL GRATUITIES ACCRUED BY CLAIMANTS AND THE AGGRIEVED EMPLOYEES

Claimants and the Aggrieved Parties are entitled to the gratuities left for them by patrons of Employers. The regulation of provision of said gratuities comes under Cal. Lab. Codes sections 350, *et seq.* Cal. Lab. Code section 351 states in part: "Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for."

Employers wrongfully exercised dominion over gratuities through their practices of withholding gratuities, which include, but are not limited to, failing to pay all banquet tips earned and not paying tips for orders placed through the restaurant's QR code. As a result of the practices described herein, Employers have converted gratuities that belonged to Claimants and the Aggrieved Employees.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the California Labor Code; recovery of the gratuities converted by Employers, as well as any interest thereon and any and all profits, whether direct or indirect, which Employers acquired by unlawful conversion and attorneys' fees and costs.

5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those

wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, Employers failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Moreover, Employers failed to issue payment for one or more pay periods towards the end of their operations, and instead informed Claimants and Aggrieved Employees that the company was going out of business. Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Moreover, no wage statement(s) were issued to Claimants and Aggrieved Employee for one or more pay periods before Employers supposedly went out of business. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties

pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.

During the relevant time period, Employers failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Moreover, Employers failed to maintain accurate records of the work performed during the pay period(s) leading up to them allegedly going out of business. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes and the purchase of black jeans per employers' dress code.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately,

and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Furthermore, Employers failed to issue payment for the work performed in the pay periods leading up to Employers allegedly going out of business, as well as final paychecks owed to Claimants and Aggrieved Employees. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

10. FAILURE TO PERMIT USAGE OF ACCURED, PAID SICK LEAVE

California Labor Code sections 246.5(c)(1) provides that "An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days."

California Labor Code section 248.5 provides: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

During the relevant time period, Employers at times failed to permit Claimants and Aggrieved Employees to use their accrued sick days. Claimants and Aggrieved Employees will therefore seek PAGA penalties pursuant to California Labor Code sections 2699 and 248.5.

11. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as Aggrieved Employees, Claimants have standing, and intend, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by

Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants’ intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers’ alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



Alexandra Rose, Esq.

cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

Boris Sorsher (bsorcher@fisherphillips.com)
Lisa L. Peterson (lpeterson@fisherphillips.com)
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Attorneys for Pacifica Hotel Company

EXHIBIT 3

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement” or “Settlement”) is entered into by and between Marcella Holmes (“Plaintiff Holmes”) and Christian Lopez (“Plaintiff Lopez”) (together, “Plaintiffs”), individually and as representatives of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Pacifica Hotel Company (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On September 13, 2023, Blackstone Law, APC (“Plaintiffs’ Counsel”), submitted a letter on behalf of Plaintiff Holmes to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff Holmes’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351 *et seq.*, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-981327-23. On October 13, 2025, Plaintiffs submitted an amended letter to the LWDA and Defendant, which added Plaintiff Lopez as a claimant. Together, the September 13, 2023 letter and October 13, 2025 letter are referred to as the “PAGA Notice”;

(b) On November 20, 2023, Plaintiff Holmes filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.*, commencing a representative action under PAGA against Defendant, entitled *Marcella Holmes v. Pacifica Hotel Company, et al.*, San Luis Obispo County Superior Court Case No. 23CV-0681 (“Action”).

(c) On March 29, 2024, Plaintiff Lopez filed a Class Action Complaint in the action entitled *Christian Lopez v. Pacifica Hotel Company, et al.*, Los Angeles County Superior Court Case No. 24STCV08167 (“Class Action”), thereby commencing a putative class action against Defendant.

(d) On September 12, 2025, the Parties mediated the Action and Class Action with Monique Ngo-Bonnici, Esq., and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) The Parties agree to file a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”) in the Action, which will add Plaintiff Lopez as a named plaintiff. The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(f) Plaintiff Lopez agrees that upon the filing of the Operative Complaint, Plaintiff Lopez will dismiss the Class Action without prejudice;

(g) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) Defendant shall pay the maximum gross sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (the “Gross Settlement Amount”) to resolve the Action and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five (35%) of the Gross Settlement Amount (\$245,000.00 if the Gross Settlement Amount is \$700,000.00), and reimbursement of litigation costs and expenses in the amount of up to Forty Thousand Dollars and Zero Cents (\$40,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiffs’ Counsel, which Defendant will not contest.

(2) General release fees of up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each of the Plaintiffs (total, \$20,000.00) (“General Release Fees”), which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Five Hundred Fifty Dollars and Zero Cents (\$10,550.00) (“Settlement Administration Costs”) to ILYM Group, Inc. (“Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former non-exempt employees of Defendant during the PAGA Period (“Aggrieved Employees”). The period of October 1, 2022 through the earlier of approval of the Settlement or December 15, 2025 is the “PAGA Period.” The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Employees’ Portion.”

(6) Defendant's best estimate for the number of pay periods at issue for the Aggrieved Employees for the period of October 1, 2022 to December 15, 2025, is approximately 46,666 pay periods. Should the number of Pay Periods (as defined in Section 5(b) below) during the PAGA Period increase by more than ten percent (10%), the Gross Settlement Amount will increase proportionally over the 10% grace (i.e., meaning if the Pay Periods increase by 11%, the Gross Settlement Amount will increase by 11%). However, if the escalator clause is triggered, Defendant may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fees, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. Approval and Implementation of the PAGA Settlement.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Boris Sorsher and Lisa L. Peterson of Fisher & Phillips LLP ("Defendant's Counsel") for review. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. Payment of the Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter, with Spanish translation, and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator

shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiffs and the State of California with Respect to the Aggrieved Employees.

(a) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and all of its affiliates or related companies, current and former officers, directors, employees, and agents (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, provide gratuities, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

(b) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs have or may have as of the date of execution of this Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiffs' employment and/or separation of employment with Defendant. With respect to those claims released by Plaintiffs in their individual capacities, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Publicity.** Plaintiffs and Plaintiffs' Counsel agree that they have not and will not publish the Settlement. In response to any inquiries, Plaintiffs will state that "the case was resolved." Plaintiffs' counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Aggrieved Employees or the Settlement on its website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs' Counsel can discuss the Settlement with Plaintiffs, the Aggrieved Employees, and in any filings with the Court. Nothing herein will restrict Plaintiffs' Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding Plaintiffs' Counsel's qualifications and experience. Furthermore, Plaintiffs and Plaintiffs' Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

10. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Monique Ngo-Bonnici, Esq. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF MARCELLA HOLMES

Dated: 11/06/2025



Marcella Holmes

PLAINTIFF CHRISTIAN LOPEZ

Dated: _____

Christian Lopez

**DEFENDANT PACIFICA HOTEL
COMPANY**

Dated: _____

Full Name: _____

Title: _____
On behalf of Pacifica Hotel Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 11/26/2025



Jonathan M. Genish
Alexandra Rose
*Attorneys for Marcella Holmes and
Christian Lopez*

FISHER & PHILLIPS LLP

Dated: _____

Boris Sorsher
Lisa L. Peterson
*Attorneys for Defendant Pacifica Hotel
Company*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF MARCELLA HOLMES

Dated: 11/26/2025

Christian Lopez

Marcella Holmes

PLAINTIFF CHRISTIAN LOPEZ

Dated: _____

Christian Lopez

**DEFENDANT PACIFICA HOTEL
COMPANY**

Dated: _____

Full Name: _____

Title: _____
On behalf of Pacifica Hotel Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Alexandra Rose
*Attorneys for Marcella Holmes and
Christian Lopez*

FISHER & PHILLIPS LLP

Dated: _____

Boris Sorsher
Lisa L. Peterson
*Attorneys for Defendant Pacifica Hotel
Company*

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF MARCELLA HOLMES

Dated: _____

Marcella Holmes

PLAINTIFF CHRISTIAN LOPEZ

Dated: _____

Christian Lopez

**DEFENDANT PACIFICA HOTEL
COMPANY**

Dated: 11/10/25



Full Name: MATTHEW MARMIS

Title: President

On behalf of Pacifica Hotel Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Alexandra Rose
*Attorneys for Marcella Holmes and
Christian Lopez*

FISHER & PHILLIPS LLP

Dated: 11/10/2025


Boris Sorsher
Lisa L. Peterson
*Attorneys for Defendant Pacifica Hotel
Company*

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Marcella Holmes; Christian Lopez v. Pacifica Hotel Company*,
San Luis Obispo County Superior Court Case No. 23CV-0681

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Marcella Holmes; Christian Lopez v. Pacifica Hotel Company*, San Luis Obispo County Superior Court Case No. 23CV-0681 (“Action”).

The lawsuit was originally filed on November 20, 2023 and amended on [REDACTED], 2025. Plaintiffs Marcella Holmes and Christian Lopez, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) against Defendant Pacifica Hotel Company (“Defendant”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. On September 13, 2023 and on October 13, 2025, Plaintiffs submitted letters to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of their intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-981327-23 (“PAGA Notice”).

Defendant denies all of Plaintiffs’ allegations and denies any wrongdoing of any kind associated with Plaintiffs’ allegations. A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt employees of Defendant during the PAGA Period (“Aggrieved Employees”). The period October 1, 2022 through [REDACTED] is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendant and all of its affiliates or related companies, current and former officers, directors, employees, and agents.

“Released Claims” any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, provide gratuities, and reimburse necessary business-related expenses in violation of

COVER LETTER

California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

EXHIBIT 4

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Lun 1 Dic 2025 13:19

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

12/01/2025 01:19:30 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/01/2025 01:19:30 PM your Proposed Settlement was successfully processed for case number LWDA-CM-981327-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

EXHIBIT 5

- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No.

23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange

County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 6

Matter: Holmes, et al. v. Pacifica Hotel Company

	Date	Type of Expense	Description of Expense	Amount
1	12/19/2023	Mailing	Lopez' Records Request to Pacifica Hotel Company (Agent)	\$8.53
2	12/19/2023	Mailing	Welcome Pkg	\$8.53
3	1/24/2024	Filing	Steno: Personal Service to IWF Hotel Investors	\$138.50
4	1/25/2024	Filing	Steno: Personal Service to the Wayfarer San Luis Obispo	\$282.45
5	1/25/2024	Filing	Steno: Personal Service to Hilton Employer, Inc.	\$198.45
6	1/25/2024	Filing	Steno: Personal Service to Hilton Domestic Operating Company	\$198.45
7	1/29/2024	Filing	Steno: NAR	\$59.95
8	2/5/2024	Filing	Steno: Personal Service IWF Hotel Investors	\$223.45
9	4/3/2024	Filing	Steno: Summons and Complaint Packet (Class)	\$1,997.20
10	4/5/2024	Filing	Steno: RFD as to Hilton Entities; KG Decl. ISO RFD	\$59.95
11	4/8/2024	Filing	Steno: Order Re Request for Dismissal	\$59.95
12	4/13/2024	Filing	Steno: Case Management Statement	\$59.95
13	5/9/2024	Filing	Steno: Notice and Aknowledgment of Receipt (Class)	\$59.95
14	6/12/2024	Filing	Steno: Joint ISC Statement (Class)	\$59.95
15	6/21/2024	Filing	Steno: Notice of Ruling (Class)	\$59.95
16	7/24/2024	Filing	Steno: Case Management Statement	\$59.95
17	8/4/2024	Filing	Steno: Notice of Related Case (Class)	\$59.95
18	8/4/2024	Filing	Steno: Notice of Related Case	\$59.95
19	9/18/2024	Filing	Steno: Joint Further Status Conference Statement	\$59.95
20	12/11/2024	Other	Payment to Case Anywhere	\$127.89
21	12/31/2024	Other	Check to Rios Translations	\$163.20
22	12/31/2024	Mailing	Mailing of Check to Rios Translations	\$0.69
23	1/2/2025	Filing	Steno: Evidentiary Objections; Opposition; Declaration; POS	\$59.95
24	1/23/2025	Filing	Steno: Case Management Statement	\$59.95
25	3/6/2025	Other	Check to Lexitas	\$113.00
26	3/6/2025	Mailing	Mailing of Check to Lexitas	\$0.69
27	3/13/2025	Other	Payment to Case Anywhere	\$147.00
28	3/21/2025	Filing	Steno: RFD as to Wayfarer San Luis Obispo; KG Decl. ISO RFD	\$59.95
29	3/31/2025	Filing	Steno: RFD as to Wayfarer San Luis Obispo; KG Decl. ISO RFD	\$59.95
30	4/18/2025	Other	Payment to Case Anywhere	\$49.00
31	4/30/2025	Filing	Steno: Stipulation and Order (Class)	\$86.95
32	5/2/2025	Other	Payment to Case Anywhere	\$49.00
33	6/18/2025	Other	Payment to Case Anywhere	\$49.00
34	7/23/2025	Other	Payment to Case Anywhere	\$49.00
35	8/13/2025	Other	Payment to Signature Resolution	\$18,523.00
36	8/22/2025	Other	Payment to Case Anywhere	\$49.00
37	9/18/2025	Other	Payment to Case Anywhere	\$49.00
38	10/8/2025	Other	Payment to Berger Consulting Group	\$9,832.50
39	10/13/2025	Mailing	Mailing of Amended PAGA Letter	\$10.44
40	10/21/2025	Filing	Steno: Joint Stip to Amend Complaint	\$86.95
41	10/23/2025	Other	Payment to Case Anywhere	\$49.00
		Filing	Future Cost: Filing of Motion for Approval of PAGA Settlement	\$140.95
Total:				\$33,531.07