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individually and on behalf of the putative class

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

IMAN FREDERICK, individually and on
behalf of the putative class,

Plaintiff,

v.

THE PRIVATE SUITE HOLDINGS, LLC,
d/b/a P/S, Delaware limited liability company;
and DOES 1-50, inclusive,

Defendant.

Case No.: 23STCV14059
[Consolidated with Case No. 23STCV2840]

Honorable David S. Cunningham III
Department 11

**DECLARATION OF JASMINE Y. KIANFARD
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 21, 2026
Time: 10:00 a.m.
Dept.: 11

Complaint Filed: June 16, 2023
FAC Filed: April 26, 2024
Trial Date: Not Set

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10 Attorneys for Plaintiff ROXANNE ELLIOTT,
11 individually, and on behalf of all similarly aggrieved
12 employees and the putative class
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I, Jasmine Y. Kianfard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC, attorneys of record for Plaintiff Roxanne Elliott (“Plaintiff Elliott”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
9 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
10 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
11 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
12 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
13 defense matters. Thereafter, she spent several years working for Marlin & Saltzman, LLP, which is a
14 well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over to
15 Blackstone Law, APC as a Senior Trial Attorney and Team Lead.

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

23 6. Noam Y. Reiffman is a Senior Associate Attorney at Blackstone Law, APC. He
24 graduated summa cum laude from Southwestern Law School where he was a member of the
25 Southwestern Law Review, Dean's Fellow, and Dean's List honoree. Prior to working at Blackstone
26 Law, Noam represented clients across a wide range of fields including complex civil litigation and
27 white-collar criminal defense in both state and federal courts. Noam also spent time as a law clerk for
28 the Honorable Katherine Mader, Judge of the Los Angeles County Superior Court, and well as at the

1 Los Angeles County District Attorney's Office. He has been selected repeatedly as Super Lawyers
2 Southern California Rising Star since 2019.

3 7. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law
4 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
5 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to
6 the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in
7 2023. She is additionally licensed in all federal district courts of California. She has worked on many
8 wage and hour class action and PAGA representative matters, and her work has included, *inter alia*,
9 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
10 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and
11 analysis, and making court appearances. She manages the post-settlement department at Blackstone
12 Law, APC. In that capacity, she oversees and handles over 100 wage-and-hour putative class actions
13 and/or representative actions under PAGA that are in settlement.

14 8. I recently joined Blackstone Law, APC. I received my Bachelor of Arts degree from
15 California State University, Fullerton in 2015, my Master of Journalism from University of Southern
16 California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler
17 School of Law in 2021. I was admitted to the State Bar of California in 2023.

18 9. Blackstone Law, APC has been counsel of record on several class action and PAGA
19 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

20 **Procedural History**

21 10. On June 16, 2023, Plaintiff Iman Frederick ("Plaintiff Frederick") filed a Class Action
22 Complaint in the action entitled *Iman Frederick v. The Private Suite Holdings, LLC d/b/a P/S*, Los
23 Angeles County Superior Court Case No. 23STCV14059 ("Frederick Action"), thereby commencing
24 a putative class action against Defendant The Private Suite Holdings, LLC ("Defendant").

25 11. On June 27, 2023, Plaintiff Frederick provided written notice to the California Labor
26 and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S.
27 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the
28 California Labor Code alleged to have been violated by Defendant ("Frederick PAGA Letter"). A

1 true and correct copy of the Frederick PAGA Letter is attached hereto as **Exhibit 2**.

2 12. On September 7, 2023, Plaintiff Elliott provided written notice to the LWDA by online
3 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
4 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
5 Defendant (“Elliott PAGA Letter”) (together, the Frederick PAGA Letter and Elliott PAGA Letter are
6 referred to as the “PAGA Letters”). A true and correct copy of the Elliott PAGA Letter is attached
7 hereto as **Exhibit 3**.

8 13. On October 31, 2023, Defendant filed a Motion to Compel Arbitration; Dismiss Class
9 and PAGA Allegations and Request for Stay of Any Remaining Proceedings Pending Arbitration
10 (“Motion to Compel Arbitration”) and supporting documents in the Frederick Action.

11 14. On November 16, 2023, Plaintiff Elliott filed a Class & Collective Action Complaint
12 (“Elliott Operative Complaint”) in the action entitled *Roxanne Elliott v. The Private Suite Holdings,*
13 *LLC*, Los Angeles County Superior Court Case No. 23STCV28240 (“Elliott Action”), thereby
14 commencing a putative class and representative action against Defendant.

15 15. On January 8, 2024, Plaintiff Frederick filed an Opposition to Defendant’s Motion to
16 Compel Arbitration and supporting documents in the Frederick Action. On January 16, 2024,
17 Defendant filed a Reply to Plaintiff Frederick’s Opposition to Defendant’s Motion to Compel
18 Arbitration and supporting documents in the Frederick Action. On March 5, 2024, the Court held an
19 Evidentiary Hearing in the Fredrick Action. On March 13, 2024, the Court held an additional
20 Evidentiary Hearing in the Frederick Action. On March 22, 2024, Defendant filed supplemental
21 briefing in support of its Motion to Compel Arbitration in the Frederick Action.

22 16. On April 26, 2024, Plaintiff Frederick filed a First Amended Complaint (“Frederick
23 Operative Complaint”) in the Frederick Action, which added a cause of action under PAGA.

24 17. On May 30, 2024, Plaintiff Frederick filed a Supplemental Filing of Relevant Cases in
25 the Frederick Action. On June 4, 2025, Plaintiff Frederick filed an Amended Supplemental Filing of
26 Relevant Cases in the Frederick Action. On June 20, 2024, the Court held an additional Evidentiary
27 Hearing in the Frederick Action. On July 9, 2024, Plaintiff Frederick filed a Supplemental Brief in
28 Opposition to Defendant’s Motion to Compel Arbitration in the Frederick Action. On July 24, 2024,

Defendant filed a Supplemental Reply Brief in the Frederick Action. On August 15, 2024, the Court denied the Motion to Compel Arbitration in the Frederick Action.

18. On August 15, 2024, the Court consolidated the Frederick Action and Elliott Action. Together, the Frederick Action and Elliott Action are referred to as the “Actions” and the Frederick Operative Complaint and Elliott Operative Complaint are referred to as the “Operative Complaints”. The Operative Complaints allege causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for civil penalties under PAGA based on the aforementioned California Labor Code violations, and for violations of the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act.

19. On March 11, 2025, Iman Frederick, Roxanne Elliott (together, “Plaintiffs”), and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Lynn S. Frank, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis.

20. On March 19, 2025, the Parties executed the Memorandum of Understanding Re Class & PAGA Action Settlement (“MOU”). Since the execution of the MOU, Class Counsel had endeavored to finalize a long-form settlement agreement with Defendant’s counsel to no avail.

21. On March 26, 2025, Natalie Riley and Katharine Stroud (“Riley Plaintiffs”) filed a Class Complaint in the action entitled *Natalie Riley, et al. v. The Private Suite Holdings, LLC.*, Los Angeles County Superior Court Case No. 25STCV08955 (“Riley Action”), thereby commencing a putative class action against Defendant.

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1 22. On July 28, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action
2 and PAGA Settlement (“Original Motion for Preliminary Approval”) and supporting documents
3 seeking preliminary approval of the settlement reached between the Parties pursuant to the MOU.

4 23. On August 1, 2025, pursuant to the joint stipulation between the Riley Plaintiffs and
5 Defendant only, and without Plaintiffs’ consent, the Court consolidated the Riley Action with the
6 Frederick Action.

7 24. On March 13, 2026, the Court denied the Original Motion for Preliminary Approval
8 without prejudice citing in part the absence of a formal long-form settlement agreement.

9 25. On April 1, 2026, pursuant to the joint stipulation of the Parties, the Court severed the
10 Riley Action from the Frederick Action.

11 26. The Parties negotiated the Joint Stipulation of Class Action and PAGA Settlement
12 (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is
13 attached hereto as **Exhibit 4**.

14 **Summary of the Terms of the Settlement Agreement**

15 27. For purposes of settlement only, the Parties have agreed that the Class shall be defined
16 as “all current and former non-exempt, hourly paid employees who worked for Defendant in California
17 at any time during the Class Period” (“Class” or “Class Member(s)”). The Class Period is defined as
18 the period from June 15, 2019 through May 10, 2025, subject to Paragraph 18 of the Settlement
19 Agreement. Based on information provided by Defendant, as of March 11, 2025 (i.e., the date of
20 mediation), it is estimated that there are a total of four hundred and fifty (450) Class Members.

21 28. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
22 Complaints for a non-reversionary Gross Settlement Amount of One Million Four Hundred Four
23 Thousand One Hundred Sixty-Eight Dollars and Zero Cents (\$1,404,168.00), exclusive of employer-
24 side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all
25 requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class
26 Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
27 \$491,458.80 if the Gross Settlement Amount is \$1,404,168.00); (2) Class Counsel’s actual litigation
28 costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3)

1 Settlement Administration Costs, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00);
2 (4) Enhancement Payments in the aggregate amount of Twenty Thousand Dollars and Zero Cents
3 (\$20,000.00) to Plaintiffs; and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero
4 Cents (\$50,000.00). After the above-estimated amounts are deducted from the Gross Settlement
5 Amount, the Net Settlement Amount that will be available for Class Members is currently estimated
6 to be Seven Hundred Ninety-Nine Thousand Seven Hundred Nine Dollars and Twenty Cents
7 (\$799,709.20). Additionally, 25% of the PAGA Amount (“PAGA Employee Amount”), which is
8 \$12,500.00 out of \$50,000.00, will be fully distributed to “all current and former non-exempt, hourly
9 paid employees who worked for Defendant in California at any time during the PAGA Period”
10 (“PAGA Employee(s)”). The “PAGA Period” is defined as the period from June 27, 2022 through
11 May 10, 2025, subject to Paragraph 18 of the Settlement Agreement.

12 29. The Net Settlement Amount will be distributed and paid to all Class Members who do
13 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
14 basis based on the number of weeks each Class Member worked for Defendant as a non-exempt,
15 hourly paid employee in California during the Class Period (“Workweeks”). The *pro rata* share of
16 the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement
17 (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with
18 the Settlement Agreement.

19 30. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
20 a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendant as
21 a non-exempt, hourly paid employee in California during the PAGA Period (“Pay Periods”). The *pro*
22 *rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under
23 the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement
24 Administrator, in accordance with the Settlement Agreement.

25 31. Each Individual Settlement Share will be allocated as twenty (20%) wages and eighty
26 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
27 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
28 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement

1 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
2 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
3 net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employer's
4 share of taxes and contributions in connection with the wages portion of Individual Settlement Shares
5 will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each Individual
6 PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an
7 IRS Form 1099 (if applicable) by the Settlement Administrator.

8 32. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
9 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
10 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
11 Agreement. No money will revert to Defendant.

12 33. Each Individual Settlement Payment and Individual PAGA Payment check will be
13 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
14 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
15 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
16 in the name of the Settlement Class Member and/or PAGA Employee.

17 **The Settlement is Reasonable**

18 ***Informed Arms-Length Negotiations***

19 34. The Parties' settlement negotiations were at all times made at arm's-length and were
20 adversarial. The Settlement was reached following a full day of mediation with a highly respected
21 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in
22 additional negotiations in order to finalize the long-form agreement presently before the Court.

23 35. The Parties engaged in extensive informal discovery prior to reaching a settlement.
24 Prior to mediation, Defendant produced all of the putative class members' time data and pay records
25 as well as Defendant's relevant wage and hour policies, and information regarding the total number of
26 putative class members, the number of current versus former employees, the total workweeks worked
27 by the putative class members, and the average rate of pay for the putative class members.

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36. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

37. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution.

Estimate of Potential Value of Claims

38. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately \$3,728,961, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$533,946 for meal period violations; \$501,289 for rest period violations; \$927,490 for unpaid off-the-clock work; \$311,745 for unpaid overtime wages at the required regular rate of pay; \$124,804 for unreimbursed business expenses; \$783,937 for waiting time penalties; and \$545,750 for wage statement penalties. Plaintiffs further estimated that Defendant faced an additional exposure of \$567,800 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$4,296,761 in damages.

Specific Risks Considered

39. Although the investigation and information discovered supports Plaintiffs' contentions, Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

1 40. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
2 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
5 in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
7 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

8 41. Defendant denied and continues to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in the Actions, and further denies that class certification is
10 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
11 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
12 Plaintiffs' claims. Defendant contended that Plaintiffs' claims are not suitable for class certification
13 because individual issues would predominate should this case go to trial. As with all class actions,
14 these complex cases raise difficult management and proof issues and, accordingly, there is a significant
15 risk that the Court may deny class certification.

16 42. For example, Plaintiffs' meal period claims, which were based on Defendant's alleged
17 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
18 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant had
19 failed to implement its policies and that its practices failed to allow Class Members to take meal breaks
20 in the manner required under California law. Defendant contended that its policies and practices at all
21 times during the Class Period were lawful. Indeed, Plaintiffs' analysis revealed only a 19.9% violation
22 rate for purported unique meal period violations. Defendant further argued that the rate of purported
23 meal period violations reflected in the data would require individualized inquiry and that such inquiry
24 would prohibit a class from being certified. We also had to consider the risk that the Court would find
25 validity in the individualized proof defense to certification of Plaintiffs' meal period claim.

26 43. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest
27 period allegations. As with the meal period allegations, Defendant contended that it had a lawful
28 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as

1 required under California law. Additionally, this claim was even more uncertain given the difficulties
2 associated with proving the alleged rest period violations, as Defendant were not required to record
3 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
4 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
5 requisite certainty, which made the estimated value of this claim subject to much challenge.

6 44. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
7 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
8 performed by the Class Members both before and after their shifts and during purported meal periods.
9 For example, Plaintiffs and Class Members reported that they were often required to work off-the-
10 clock, completing tasks before clocking in, continuing work after clocking out, and responding to
11 work-related issues outside their schedules. Additionally, Plaintiffs reported that they were required
12 to park far from the terminal, which involved a lengthy walk or a shuttle ride to their workplace, with
13 no opportunity to clock in until they arrived at the building. However, the individualized nature of
14 why this work was performed and the individualized nature of damages presented substantial concerns
15 regarding the manageability of the cases and the risk the Court could find these issues prevented
16 certification. Additionally, Plaintiffs alleged that Defendant failed to pay overtime compensation at
17 the rate of one and one-half times the regular rate of pay by failing to include all non-discretionary
18 compensation into the regular rate calculation. However, Defendant contended that it paid all overtime
19 compensation at the correct regular rate of pay.

20 45. Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other
21 Class Members for necessary business-related expenses, including the usage of personal cell phones
22 and the purchase of uniforms for work-related purposes. Defendant contended that it had a policy and
23 practice of reimbursing employees for necessary business-related expenses. Defendant further
24 contended that, with respect to the alleged expenses for which Plaintiffs and the other Class Members
25 never requested reimbursement from Defendant, it did not know and had no reason to know that
26 alleged business-related expenses had been incurred. Defendant further contended that the reason for
27 why a Class Member undertook certain expenses, while not others, and failed to receive
28 reimbursement for certain expenses while not others, would raise individual issues that could not be

certified. Additionally, Defendant produced pay records which evidenced cell phone reimbursement.

46. Plaintiffs additionally contended that Defendant wrongfully exercised dominion over gratuities through its practices of withholding gratuities and putting an improperly large portion of them in tipping pools. Plaintiffs also contended that Defendant improperly maintained records pertaining to those gratuities. However, Defendant contended that its policies regarding tipping complied with the California Labor Code. The Parties expressly discussed these issues during the mediation and with the mediator. Essentially, it was determined that Plaintiffs faced challenges with these claims.

47. There are also substantial risks associated with Plaintiffs' waiting time penalties and wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations. Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain.

48. Plaintiff Elliott additionally alleged that Defendant violated the Fair Credit Reporting Act of 15 U.S.C. Section 1681 b(b)(2)(A) and the Investigative Consumer Reporting Agencies Act of California Civil Code Section 1786 for failing to provide Plaintiffs and the Class Members the required disclosure of consumer reports that Defendant obtained. However, in order to calculate certain damages for these claims, she would need to demonstrate that Defendant's violations were willful violations. Accordingly, Defendant's estimated liability on these claims were uncertain.

49. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information,

1 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
2 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
3 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
4 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
5 would substantially delay any recovery by the Class.

6 50. Class Counsel also separately contemplated the risks of proceeding with the PAGA
7 claims and potential liability Defendant could face from these claims as part of the global resolution.
8 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
9 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
10 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
11 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it
12 made a good faith attempt to comply with its legal obligations warranting a reduction in penalties.
13 Class Counsel also anticipated Defendant would argue that the violations per pay period were low,
14 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
15 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
16 enforcement of California's labor laws by financing state activities and educating and deterring non-
17 compliance.

18 51. Accordingly, after considering this multitude of factors, we concluded that it was in the
19 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
20 allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount towards
21 the PAGA claims, which represents approximately 3.56% of the Gross Settlement Amount. This
22 percentage of the settlement is well-within the range of wage and hour settlements regularly approved
23 in both state and federal court for cases that include both a class and PAGA action. Typically, such
24 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
25 settlements allocations as little as 0.22% of the gross settlement amount have been approved as
26 reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only
27 from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
28 promote enforcement of California's labor laws, provide funds to the state, and deter future non-

1 compliance by the employer.

2 52. Therefore, taking into account how each of the above risks potentially effected
3 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, the
4 Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential
5 damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing
6 their ability to succeed on class certification by 40% to \$2,578,057. The merits-based risk factors
7 further reduced Defendant's estimated liability by an additional 50%. This resulted in an adjusted
8 estimated liability of \$1,546,834. In light thereof, the settlement amount of \$1,404,168 is a significant
9 settlement.

10 53. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
12 California and is within the accepted range of recoveries for this type of litigation given the inherent
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
14 litigation.

15 ***Enhancement Payments***

16 54. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
17 Payments of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Plaintiff Frederick and Ten
18 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Elliott. These Enhancement Payments are
19 eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the
20 Class Members as a result of Plaintiffs' actions. Notice of the requested Enhancement Payments is
21 disclosed to the Class Members in the Class Notice.

22 ***Attorneys' Fees and Costs***

23 55. The attorneys' fees incurred by Class Counsel are in line with the common fund
24 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
25 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$491,458.80 if the
26 Gross Settlement Amount is \$1,404,168.00) and actual litigation costs and expenses in an amount not
27 to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid out of the
28 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks

1 and costs of litigation and will not receive any compensation until recovery is obtained.

2 56. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
3 into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA
4 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
5 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
6 favorably with other similar class action settlements of this type, given the strengths and weaknesses
7 of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only
8 increased significantly had the cases progress through certification, trial, and/or upon appeal.

9 57. Class Counsel has litigated this matter for two years and was actively preparing this
10 matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of
11 the legal services provided, the time incurred in performing those services, and Class Counsel's hourly
12 rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class
13 Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class Members in the
14 Class Notice.

15 ***Notice to the Class***

16 58. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement
17 Administrator") to handle the notice and settlement administration process. The Parties respectfully
18 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
19 Administrator. Defendant will provide ILYM with the Class List and ILYM will calculate each Class
20 Member's estimated Individual Settlement Share and each PAGA Employee's estimated Individual
21 PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection,
22 and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit
23 necessary taxes and withholdings with respect to the wages portion of the Individual Settlement
24 Shares; will prepare and submit informational and other tax filings and documents; will issue and
25 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
26 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks
27 to the PAGA Employees; and perform any other usual and customary duties for administering a class
28 action settlement.

59. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

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

Executed on May 11, 2026, at Los Angeles, California.

Jasmine G. Kianfard
Jasmine Y. Kianfard

EXHIBIT 1

- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in

final settlement of wage and hour class and PAGA action.

- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement

of wage and hour class action.

- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los

Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No.

BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni 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 Nayabkhil 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 2

Danny Yadidsion, Esq.
310-494-6082 | danny@laborlawpc.com

July 27, 2023

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

The Private Suites Holdings, LLC
6871 West Imperial Highway
Los Angeles, CA 90045

RE: Imán Frederick v. The Private Suites Holdings, LLC

To Whom It May Concern:

This office represents Iman Frederick (“Claimant”) who is employed by The Private Suites Holdings, LLC and related entities (“Respondents”). This letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and similarly-situated non-exempt employees currently and formerly employed at all of Respondents’ locations in California (referred to herein as “similarly-situated employees”), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents’ locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Claimant’s agreed upon wage and minimum wage for hours worked after the finish

time of the workday. Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Waiting Time Penalties

Respondent violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondent did not pay Claimant and all similarly-situated employees' wages due when Respondent terminated their employment or within 72 hours of when the similarly-situated employees resigned. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay compensation and wages, including overtime pay; and payments for meal and rest periods not provided. As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day.

Respondents are liable to Claimant for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of \$50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and \$100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the initial violation and \$100.00 for each subsequent violation, up to \$4,000.00 Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226 (a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections 2699, 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 file a complaint against Respondents for the violations discussed in this letter.

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 § 2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within this time.

Very truly yours,



Danny Yadidsion

EXHIBIT 3



September 7, 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: *Roxanne Elliott v. The Private Suite Holdings, LLC.*

Dear Representative:

This office represents Roxanne Elliott (“Claimant”) with respect to their claims under the California Labor Code against The Private Suite Holdings, , LLC. (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 March 2023 to June 2023 as a non-exempt, hourly-paid employee. During her employment with Employers, Claimant was employed as an Operation Associate at its location at 6875 W Imperial Highway, Los Angeles, CA 90045.

Claimant intends 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”). Claimant is 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 Claimant’s 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, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 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.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform various off-the-clock work, including but not limited to: (1) shuttling into work before and after each shift, (2) driving members to and from private suites, (3) handling baggage, (4) review reservation platforms, (5) work directly with members, (6) checking applications on their phones to track flights and assignments, and (7) waiting for the planes to leave the mat and enter the air. 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 a 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 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 ACCURED BY CLAIMANT AND THE AGGRIEVED EMPLOYEES

Claimants and the Aggrieved Parties are entitled to a portion of the gratuities left 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." Various courts and the California Labor Commissioner have considered the issue of distribution of tips in a tipping pool, and while they have found that a tipping pool must be "fair and reasonable" (*see generally, e.g., Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062, no court has interpreted Cal. Lab Code section 351 to allow for a tipping pool with distribution above 15% of the direct recipient's gratuities into a tip pool. (*See, e.g., Avidor v. Sutters Place, Inc.* (2013) 212 Cal.App.4th 1439, 1454-1454).

Employers wrongfully exercised dominion over gratuities through their practices of withholding gratuities and putting an improperly large portion of them in tipping pools, around or in excess of 25% (twenty-five percent) or 33% (thirty-three percent) of the tips of Claimants and the Aggrieved Employees. 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 have 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. 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. 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 two years. During the relevant time period, Employers have 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. 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 purchase of required clothing for work and mileage reimbursement for trainings.

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. 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. 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

The Private Suite Holdings, LLC
6871 West Imperial Highway
Los Angeles, CA 90045

The Private Suite Holdings, LLC
Attn: C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale, CA 91203

EXHIBIT 4

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Iman Frederick
4 (“Plaintiff Frederick”) and Roxanne Elliott (“Plaintiff Elliott”) (together, “Plaintiffs” or “Class
5 Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State
6 of California with respect to aggrieved employees, and Defendant The Private Suite Holdings, LLC
7 (“Defendant”) (together, Plaintiffs and Defendant are referred to as “Parties” and individually as
8 “Party”).

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

12 **RECITALS**

13 1. On June 16, 2023, Plaintiff Frederick filed a Class Action Complaint in the action
14 entitled *Iman Frederick v. The Private Suite Holdings, LLC d/b/a P/S*, Los Angeles County Superior
15 Court Case No. 23STCV14059 (“Frederick Action”), thereby commencing a putative class action
16 against Defendant.

17 2. On July 27, 2023, Plaintiff Frederick provided written notice to the California Labor
18 and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S.
19 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the
20 California Labor Code alleged to have been violated by Defendant (“Frederick PAGA Letter”)

21 3. On September 7, 2023, Plaintiff Elliott provided written notice to the LWDA by online
22 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
23 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
24 Defendant (“Elliott PAGA Letter”) (together, the Frederick PAGA Letter and Elliott PAGA Letter are
25 referred to as the “PAGA Letters”).

26 4. On November 16, 2023, Plaintiff Elliott filed a Class & Collective Action Complaint
27 (“Elliot Operative Complaint”) entitled *Roxanne Elliott v. The Private Suite Holdings, LLC*, Los
28 Angeles County Superior Court Case No. 23STCV28240 (“Elliott Action”), thereby commencing a

1 putative class and representative action against Defendant.

2 5. On April 26, 2024, Plaintiff Frederick filed a First Amended Complaint (“Frederick
3 Operative Complaint”) in the Frederick Action, which added a cause of action under the Private
4 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”).

5 6. On August 15, 2024, the Court consolidated the Frederick Action and Elliott Action.
6 Together, the Frederick Action and Elliott Action are referred to as the “Actions” and the Frederick
7 Complaint and Elliott Complaint are referred to as the “Operative Complaints”.

8 7. Defendant denies all material allegations set forth in the Actions and has asserted
9 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
10 Defendant desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
11 and Released PAGA Claims (as defined herein).

12 8. Class Counsel diligently investigated the class and PAGA claims against Defendant,
13 including any and all applicable defenses and the applicable law. The investigation included, *inter*
14 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
15 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
16 merits of the claims and contentions of the Parties.

17 9. On March 11, 2025, the Parties participated in mediation with Lynn S. Frank, Esq. (the
18 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
19 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
20 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
21 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks
22 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
23 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in
24 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
25 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
26 including the risk of significant delay and uncertainty associated with litigation and various defenses
27 asserted by Defendant.

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

b. “Class” or “Class Member(s)” means all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Noam Y. Reiffman, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, and Noël Harlow and Danny Yadidsion of Labor Law PC who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

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

f. “Class Period” means the period from June 15, 2019 through May 10, 2025, subject to Paragraph 18.

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g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Los Angeles.

i. “Defendant’s Counsel” means Brian A. Selvan of Walraven & Westerfeld LLP.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of one or both of the Actions; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Members object to the Class Settlement, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement Class Members objects to the Class Settlement, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court affirms the Final Approval Order and Judgment and issues a remittitur.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

m. “Enhancement Payment(s)” means the amount(s) to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 15.

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1 n. “Final Approval” means the determination by the Court that the Settlement is
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 o. “Final Approval Hearing” means the hearing at which the Court will consider
4 and determine whether the Settlement should be granted Final Approval.

5 p. “Final Approval Order and Judgment” means the order granting final approval
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
7 Parties, and subject to approval by the Court.

8 q. “Gross Settlement Amount” means the amount of One Million Four Hundred
9 Four Thousand One Hundred Sixty-Eight Dollars and Zero Cents (\$1,404,168.00) to be paid by
10 Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims,
11 which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement
12 Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members.
13 Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.
14 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will
15 return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph
16 18.

17 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
18 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
19 calculated in accordance with Paragraph 20.

20 s. “Individual Settlement Payment” means the net payment of each Settlement
21 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
22 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
23 Paragraph 21.

24 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
25 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
26 in accordance with Paragraph 19.

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1 u. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred
2 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
3 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

4 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
5 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
6 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
7 Settlement Administration Costs.

8 w. “Notice of Objection” means a Settlement Class Member’s written objection to
9 the Class Settlement, which must: (a) contain the case name and number of one or both of the Actions;
10 (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits
11 of the objector’s Social Security number; (c) contain a written statement of all grounds for the
12 objection accompanied by any legal support for such objection; (d) contain copies of any papers,
13 briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 x. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero
16 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
17 percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA
18 Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the
19 PAGA Employees (i.e., the PAGA Employee Amount).

20 y. “PAGA Employee(s)” means all current and former non-exempt, hourly paid
21 employees who worked for Defendant in California at any time during the PAGA Period.

22 z. “PAGA Employee Amount” means the amount of Twelve Thousand Five
23 Hundred Dollars and Zero Cents (\$12,500.00) i.e., 25% of the PAGA Amount, to be distributed to
24 PAGA Employees on a *pro rata* basis based on their Pay Periods.

25 aa. “PAGA Period” means the period from June 27, 2022 through May 10, 2025,
26 subject to Paragraph 18.

27 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
28 Claims.

1 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
2 for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period. Pay
3 Periods will be calculated by the Settlement Administrator.

4 dd. "Preliminary Approval" means the date on which the Court enters the
5 Preliminary Approval Order.

6 ee. "Preliminary Approval Order" means the order granting preliminary approval
7 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
8 the Court.

9 ff. "Released Class Claims" means any and all claims that were or could have been
10 alleged in the Operative Complaints that arose during the Class Period, including without limitation
11 with respect to the following claims: (a) failure to pay overtime wages, including failure to include
12 additional remuneration when calculating overtime wages, sick pay, or meal and rest period premiums;
13 (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure
14 to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure
15 to pay minimum and straight time wages; (e) failure to timely pay all earned wages and final paychecks
16 due at time of separation of employment; (f) failure to timely pay wages during employment; (g)
17 failure to provide complete and accurate wage statements; (h) failure to keep requisite payroll records;
18 (i) failure to reimburse necessary business-related expenses and costs; (j) failure to pay all accrued and
19 vested vacation and sick pay; and (k) failure to pay all tips and/or gratuities and/or to properly maintain
20 records of such tips and/or gratuities in violation of California Labor Code Sections 201, 202, 203,
21 204, 210, 226, 226.7, 350, 351, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, all claims
22 under California Business & Professions Code § 17200 for unfair business practices that could have
23 been premised on the facts, claims, causes of action, or legal theories described above, and violation
24 of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of
25 action, or legal theories described above, as well as any potential penalties (excluding PAGA
26 penalties), interest, or attorneys' fees associated with all such causes of action under California law.

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1 gg. “Released PAGA Claims” means all claims, demands, rights, liabilities, and
2 causes of action under the California Labor Code Private Attorneys General Act that were alleged, or
3 reasonably could have been alleged, based on the claims asserted in the Operative Complaints, the
4 PAGA Letters (and any amendments thereto), and ascertained in the Actions, arising during or with
5 respect to the PAGA Period, including without limitation with respect to the following claims: (a)
6 failure to pay overtime wages, including failure to include additional remuneration when calculating
7 overtime wages, sick pay, or meal and rest period premiums; (b) failure to provide compliant meal
8 periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest
9 periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum and straight time
10 wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of
11 employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and
12 accurate wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse
13 necessary business-related expenses and costs; (j) failure to pay all accrued and vested vacation and
14 sick pay; and (k) failure to pay all tips and/or gratuities and/or to properly maintain records of such
15 tips and/or gratuities in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226,
16 226.7, 350, 351, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802.

17 hh. “Released Parties” means Defendant and any of its past, present, and/or future,
18 directors, officers, partners, principals, trustees, shareholders, owners, members, managers,
19 employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs,
20 parents, and subsidiaries.

21 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
22 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
23 of one or both of the Actions; (b) contain the Class Member’s full name, signature, address, telephone
24 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that
25 the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to
26 the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
27 Notwithstanding any provision to the contrary, a Request for Exclusion shall have no effect with
28 respect to the Released PAGA Claims.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

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

11. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 17.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator.

CLASS CERTIFICATION

12. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

13. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as

1 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
2 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
3 non-settlement context.

4 **TERMS OF THE AGREEMENT**

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

7 14. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
8 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
9 Gross Settlement Amount (i.e., \$491,458.80 if the Gross Settlement Amount is \$1,404,168.00) and
10 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
11 of the Actions, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
12 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
13 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
14 the Actions, including without limitation all work performed and costs incurred to date, and all work
15 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
16 Settlement Agreement, including any objections raised and any appeals necessitated by those
17 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
18 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
19 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
20 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
21 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22 15. **Enhancement Payments.** Defendant agrees not to oppose or impede any application or
23 motion by Plaintiffs for Enhancement Payments in the amounts up to Twenty Thousand Dollars and
24 Zero Cents (\$20,000.00) to Plaintiff Frederick and Ten Thousand Dollars and Zero Cents (\$10,000.00)
25 to Plaintiff Elliott. The Enhancement Payments, which will be paid from the Gross Settlement
26 Amount, subject to Court approval, will be in addition to any other payments they are entitled to under
27 the Settlement. Plaintiffs shall be solely and legally responsible for correctly characterizing this
28 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement

1 Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion
2 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be
3 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

4 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
5 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
6 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
7 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
8 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
9 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
10 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
11 Individual PAGA Payments).

12 17. Settlement Administration Costs. The Settlement Administrator will be paid for the
13 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
14 which is currently estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00). These
15 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
16 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
17 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
18 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
19 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
20 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
21 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
22 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
23 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
24 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
25 Settlement Amount for the benefit of the Settlement Class Members.

26 18. Escalator Clause. Defendant has represented that the Class Members worked a total of
27 34,248 workweeks during the period June 15, 2019 through March 10, 2025. If it is determined by
28 the Settlement Administrator that the total number of Workweeks worked by the Class Members

during the Class Period actually exceeds 34,248 by more than 10% (i.e., if the Workweeks exceed 37,672.80), then Defendant has the option to either: (1) increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of Workweeks during the Class Period, Defendant would increase the Gross Settlement Amount by 1%); or (2) elect to end the Class Period and PAGA Period on an earlier date at the Defendant's discretion in order to limit the number of Workweeks to 10% more than the estimate provided (i.e., to the date on which the Workweeks do not exceed 37,672.80) in lieu of paying an increase to the Gross Settlement Amount.

19. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

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

20. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be

1 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
2 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
3 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
4 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
5 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
6 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
7 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
8 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

9 22. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
11 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
12 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
13 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
14 taxes and other legally required withholdings to the appropriate government authorities.

15 23. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
16 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
17 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
18 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
19 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
20 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
21 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
22 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
23 Members, and PAGA Employees should consult with their tax advisors concerning the tax
24 consequences of any payment they receive under the Settlement.

25 24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
26 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
27 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
28 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
2 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
3 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
5 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
6 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
7 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
8 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
9 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
11 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
12 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
13 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
15 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
16 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
17 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
18 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
19 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

20 25. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
21 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
22 are issued to the payee. It is expressly understood and agreed that payments made under this
23 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
24 to additional compensation or benefits under any new or additional compensation or benefits, or any
25 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
26 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
27 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
28 any contrary language or agreement in any benefit or compensation plan document that might have

1 been in effect during the Class Period).

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

3 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
4 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
5 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
6 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
7 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
8 Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval
9 Order seeking the following:

- 10 a. Conditionally certifying the Class for settlement purposes only;
- 11 b. Granting Preliminary Approval of the Settlement;
- 12 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 13 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 14 e. Approving as to form and content, the mutually-agreed upon and proposed
15 Class Notice and directing its mailing by First Class U.S. Mail;
- 16 f. Approving the manner and method for Class Members to request exclusion
17 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 18 g. Scheduling a Final Approval Hearing at which the Court will determine whether
19 Final Approval of the Settlement should be granted.

20 27. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
21 Class Counsel shall notify the LWDA of the Settlement.

22 28. Delivery of Class List. Within fourteen (14) business days of Preliminary Approval,
23 Defendant will provide the Class List to the Settlement Administrator.

24 29. Notice by First-Class U.S. Mail.

- 25 a. Within seven (7) calendar days after receiving the Class List from Defendant,
26 the Settlement Administrator will perform a search based on the National Change of Address Database
27 or any other similar services available, such as provided by Experian, for information to update and
28 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the

form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

30. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and determinative of the dispute. However, if a Class Member produces information and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

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1 31. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
6 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
7 submitted, and also identify the individuals who have submitted a timely and valid Request for
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
17 Final Approval to the Settlement. Notwithstanding the above or any provision to the contrary, all
18 PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA
19 Payment and be fully subject to the PAGA Settlement Release as set forth in Paragraph 40 below,
20 irrespective of whether they submit a Request for Exclusion.

21 32. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
22 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
23 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
24 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
25 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
26 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
27 and complete and which were not), and also attach them to a declaration that Class Counsel will file
28 with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their

counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

33. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

34. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

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

36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final

Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Actions, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

37. Funding of the Gross Settlement Amount. No later than sixty (60) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than sixty (60) calendar days after the Effective Date.

38. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

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1 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
12 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
13 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
14 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
16 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
17 amended and/or supplemental tax filings and reporting required under applicable local, state, and
18 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
19 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
20 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement Release (as
21 provided in Paragraph 39), and PAGA Employees whose Individual PAGA Payment checks are
22 canceled shall, nevertheless, be bound by the PAGA Settlement Release (as provided in Paragraph
23 40).

24 40. Class Settlement Release. Upon the Effective Date and full funding of the Gross
25 Settlement Amount, Plaintiffs and all Settlement Class Members, on behalf of themselves and their
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
27 assigns will be deemed to have released the Released Parties of all Released Class Claims.

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1 41. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs and all PAGA Employees, on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns
4 will be deemed to have acknowledged full and complete satisfaction of and released and discharged
5 and to have covenanted not to sue all the Released Parties of all Released PAGA Claims. The
6 foregoing release shall be binding on Plaintiffs, the PAGA Employees, and the State of California,
7 and shall bar by res judicata any claim under the PAGA brought by any person, including the PAGA
8 Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA
9 Claims.

10 42. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
11 Settlement Amount, Plaintiffs, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have
13 acknowledged full and complete satisfaction of and released and discharged and to have covenanted
14 not to sue all the Released Parties from any and all claims, debts, liabilities, demands, obligations,
15 guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature
16 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of,
17 relating to, or resulting from their employment and/or separation of employment with Defendant,
18 which Plaintiffs, at any time up until the execution of this Settlement Agreement, had or claimed to
19 have or may have. It is agreed that this is a general release and is to be broadly construed as a release
20 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
21 a release of any claims or actions to enforce this Settlement Agreement, or claims for vested benefits,
22 unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits
23 that arose at any time. Any and all rights granted under any state or federal law or regulation limiting
24 the effect of this Settlement Agreement, including the provisions of Section 1542 of the California
25 Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads
26 as follows:

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

6 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
7 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
8 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
9 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
10 Class will be required.

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

17 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the
18 Settlement Agreement shall have the following effects:

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

21 b. In the event the Settlement Agreement is terminated, Defendant shall have no
22 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
23 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
24 Administrator is notified that the Settlement has been terminated;

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

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

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

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

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

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

18 48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
19 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
21 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
22 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
23 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
24 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
25 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
26 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
27 Agreement.

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1 49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
2 the Actions (including with respect to California Code of Civil Procedure Section 583.310), except
3 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
4 Approval Hearing to be conducted by the Court.

5 50. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by counsel for all Parties. After the filing of the motion for
8 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
9 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
10 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
11 constitute a waiver of any other provision.

12 51. Authorization to Enter into Settlement Agreement. The Parties warrant that they
13 understand and have full authority to enter into this Settlement Agreement, and further intend that this
14 Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be
15 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any
16 mediation confidentiality provisions that otherwise might apply under state or federal law.

17 52. Signatories. It is agreed that because the members of the Class are so numerous, it is
18 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
19 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
20 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
21 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
22 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
23 Member and PAGA Employee.

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

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

28 55. Execution and Counterparts. This Settlement Agreement is subject only to the
execution of all Parties. However, this Settlement Agreement may be executed in one or more
counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned

1 copies of the signature page, will be deemed to be one and the same instrument.

2 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
3 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
4 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
5 into account all relevant factors, present and potential. The Parties further acknowledge that they are
6 each represented by competent counsel and that they have had an opportunity to consult with their
7 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
8 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
9 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
10 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

15 58. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
16 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
17 to implement the Settlement.

18 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
19 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
20 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
21 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
22 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
23 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
24 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
25 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
26 construed as an admission or concession by Defendant of any such violations or failures to comply
27 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
28 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received

1 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
2 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
3 federal, state, local, or other applicable law.

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

7 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
8 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
9 construed more strictly against one Party than another merely by virtue of the fact that it may have
10 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
11 negotiations between the Parties, all Parties have contributed equally to the preparation of this
12 Settlement Agreement.

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

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

19 64. Notices. All notices, demands, and other communications to be provided concerning
20 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
21 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
22 as follows:

23 To Plaintiffs and Class Counsel:

24 Jonathan M. Genish
jgenish@blackstonepc.com
25 Karen I. Gold
kgold@blackstonepc.com
26 Marisa A. Mayhood
mmayhood@blackstonepc.com
27 Noam Y. Reiffman
nreiffman@blackstonepc.com
28 Alexandra Rose

1 arose@blackstonepc.com
2 Jasmine Y. Kianfard
3 jkianfard@blackstonepc.com
4 **BLACKSTONE LAW, APC**
5 8383 Wilshire Boulevard, Suite 745
6 Beverly Hills, California 90211
7 Tel: (310) 622-4278 / Fax: (855) 786-6356

8 Noël Harlow
9 noel.harlow@laborlawpc.com
10 Danny Yadidsion
11 danny@laborlawpc.com
12 **LABOR LAW PC**
13 100 Wilshire Blvd, Suite 700
14 Santa Monica, California 90401
15 Tel: (310) 494-6082

16 To Defendant:
17 Brian A. Selvan
18 bselvan@walravenlaw.com
19 **WALRAVEN & WESTERFELD LLP**
20 20 Enterprise, Suite 310
21 Aliso Viejo, California 92656
22 Tel: (949) 215-1990 / Fax: (949) 215-1999

23 65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
24 cooperate with each other in good faith and use their best efforts to implement the Settlement,
25 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
26 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
27 content of any document needed to implement the Settlement Agreement, or on any supplemental
28 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF IMAN FREDERICK

27 05 / 08 / 2026
28 Dated: _____

Iman Frederick

Plaintiff Iman Frederick

1
2 **PLAINTIFF ROXANNE ELLIOTT**

3 *Roxanne Elliott*

4 Dated: 05/06/2026
5 Plaintiff Roxanne Elliott

6 **DEFENDANT THE PRIVATE SUITE**
7 **HOLDINGS, LLC**

8 Dated: _____

9 Full Name: _____

10 Title: _____
11 On behalf of Defendant The Private Suite
12 Holdings, LLC

13 **APPROVED AS TO FORM ONLY:**

14
15 **LABOR LAW PC**

16 *D. Yadidsion*

17 Dated: 05 / 08 / 2026

18 _____
19 Noël Harlow
20 Danny Yadidsion.
21 *Attorneys for Plaintiff Iman Frederick*
22 *and Proposed Class Counsel*

23 **BLACKSTONE LAW, APC**

24 *Alexandra Rose*

25 Dated: May 7, 2026

26 _____
27 Alexandra Rose
28 *Attorneys for Plaintiff Roxanne Elliott*
and Proposed Class Counsel

WALRAVEN & WESTERFELD LLP

Dated: _____

Brian A. Selvan
Attorneys for Defendant The Private Suite
Holdings, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Iman Frederick v. The Private Suite Holdings, LLC
Superior Court of California for the County of Los Angeles, Case No. 23STCV14059
Roxanne Elliott v. The Private Suite Holdings, LLC
Superior Court of California for the County of Los Angeles, Case No. 23STCV28240

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Iman Frederick ("Plaintiff Frederick") and Plaintiff Roxanne Elliott ("Plaintiff Elliott") (together, "Plaintiffs") and Defendant The Private Suite Holdings, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Iman Frederick v. The Private Suite Holdings, LLC d/b/a P/S*, Los Angeles County Superior Court, Case No. 23STCV14059 ("Frederick Action") and *Roxanne Elliott v. The Private Suite Holdings, LLC*, Los Angeles County Superior Court Case No. 23STCV28240 ("Elliott Action") (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the Class Period.

"Class Period" means the period from June 15, 2019 through May 10, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from June 27, 2022 through May 10, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On June 16, 2023, Plaintiff Frederick commenced a putative class action lawsuit by filing a Class Action Complaint in the Frederick Action. On July 27, 2023, Plaintiff Frederick provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("Frederick PAGA Letter").

On September 7, 2023, Plaintiff Elliott provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("Elliott PAGA Letter") (together, the Frederick PAGA Letter and Elliott PAGA Letter are referred to as the "PAGA Letters").

On November 16, 2023, Plaintiff Elliott commenced a putative class and representative action lawsuit by filing a Class & Collective Action Complaint ("Elliott Operative Complaint") in the Elliott Action. On April 26, 2024, Plaintiff Frederick filed a First Amended Complaint ("Frederick Operative Complaint") in the Frederick Action.

On August 15, 2024, the Court consolidated the Actions. Together, the Frederick Operative Complaint and Elliott Operative Complaint are referred to as the “Operative Complaints”.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement or Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Iman Frederick and Roxanne Elliott as representatives of the Class (together, “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Noam Y. Reiffman
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Nöel Harlow
Danny Yadidsion
Labor Law PC
100 Wilshire Blvd, Suite 700
Santa Monica, California 90401
Tel: (310) 494-6082

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. The Settlement is not intended nor will it be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Four Hundred Four Thousand One Hundred Sixty-Eight Dollars and Zero Cents (\$1,404,168.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$491,458.80), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Plaintiff Frederick and Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff Elliott for their services in the Actions; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period. (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From June 15, 2019 through May 10, 2025** (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.

- From June 27, 2022 through **May 10, 2025** (i.e., the PAGA Period), you are credited as having worked [redacted] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of one or both of the Actions (*Frederick v. The Private Suite Holdings, LLC*, Case No. 23STCV14059 and/or *Elliott v. The Private Suite Holdings, LLC*, Case No. 23STCV28240); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have released the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all PAGA Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns will be deemed to have acknowledged full and complete satisfaction of and released and discharged and to have covenanted not to sue all the Released Parties of all Released PAGA Claims. The foregoing release shall be binding on Plaintiffs, the PAGA Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the PAGA Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

“Released Class Claims” means any and all claims that were or could have been alleged in the Operative Complaints that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages, sick pay, or meal and rest period premiums; (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum and straight time wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and accurate wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses and costs; (j) failure to pay all accrued and vested vacation and sick pay; and (k) failure to pay all tips and/or gratuities and/or to properly maintain records of such tips and/or gratuities in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 350, 351, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above, and violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest, or attorneys’ fees associated with all such causes of action under California law.

“Released PAGA Claims” means all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaints, the PAGA Letters (and any amendments thereto), and ascertained in the Actions, arising during or with respect to the PAGA Period, including without limitation with respect to the following claims: (a) failure to pay overtime wages, including failure to include additional remuneration when calculating overtime wages, sick pay, or meal and rest period premiums; (b) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (c) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof; (d) failure to pay minimum and straight time wages; (e) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (f) failure to timely pay wages during employment; (g) failure to provide complete and accurate wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse necessary business-related expenses and costs; (j) failure to pay all accrued and vested vacation and sick pay; and (k) failure to pay all tips and/or gratuities and/or to properly maintain records of such tips and/or gratuities in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 350, 351, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released Parties” means Defendant and any of its past, present, and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, and subsidiaries.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$491,458.80) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Plaintiff Frederick and Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Elliott (together, “Enhancement Payments”), in recognition of their services in connection with the Actions. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement (i.e., Individual Settlement Payment and Individual PAGA Payment).

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in

the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of one or both of the Actions (*Frederick v. The Private Suite Holdings, LLC*, Case No. 23STCV14059 and/or *Elliott v. The Private Suite Holdings, LLC*, Case No. 23STCV28240); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**. Notwithstanding any provision to the contrary, a Request of Exclusion shall have no effect with respect to the Released PAGA Claims.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of one or of the Actions (*Frederick v. The Private Suite Holdings, LLC*, Case No. 23STCV14059 and/or *Elliott v. The Private Suite Holdings, LLC*, Case No. 23STCV28240); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not

necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Actions.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

[Settlement Administrator]

[Mailing Address]

[Phone Number]