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**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 ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

14 8. Jasmine Y. Kianfard recently joined Blackstone Law, APC. She received her Bachelor
15 of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from
16 University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman
17 University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in
18 2023.

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

21 **Procedural History**

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

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

California Labor Code alleged to have been violated by Defendant (“Frederick PAGA Letter”). A true and correct copy of the Frederick PAGA Letter is attached hereto as **Exhibit 2**.

12. On September 7, 2023, Plaintiff Elliott provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, 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”). A true and correct copy of the Elliott PAGA Letter is attached hereto as **Exhibit 3**.

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

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

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

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

17. On May 30, 2024, Plaintiff Frederick filed a Supplemental Filing of Relevant Cases in the Frederick Action. On June 4, 2025, Plaintiff Frederick filed an Amended Supplemental Filing of Relevant Cases in the Frederick Action. On June 20, 2024, the Court held an additional Evidentiary Hearing in the Frederick Action. On July 9, 2024, Plaintiff Frederick filed a Supplemental Brief in

1 Opposition to Defendant’s Motion to Compel Arbitration in the Frederick Action. On July 24, 2024,
2 Defendant filed a Supplemental Reply Brief in the Frederick Action. On August 15, 2025, the Court
3 denied the Motion to Compel Arbitration in the Frederick Action.

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

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

21 20. On March 19, 2025, the Parties executed the Memorandum of Understanding Re Class
22 & PAGA Action Settlement (“MOU”). A true and correct copy of the MOU is attached hereto as
23 **Exhibit 4**. Since the execution of the MOU, Class Counsel has endeavored to finalize a long-form
24 settlement agreement with Defendant’s counsel to no avail.

25 21. On April 14, 2023, the Court set the deadline for Plaintiffs to file the motion for
26 preliminary approval on or before July 28, 2025. On April 18, 2025, Plaintiff filed a Notice Regarding
27 MPA Deadline, which provided notice of the deadline to file the motion for preliminary approval.

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22. On April 23, 2025, Class Counsel provided Defendant's counsel with a draft of the long-form settlement agreement and proposed class notice. Since then, Class Counsel has attempted to contact Defendant's counsel no less than thirteen (13) times via email and/or phone to finalize the long-form settlement agreement and has even re-engaged the mediator to assist in contact. Class Counsel has not received any edits to the draft long-form settlement agreement. Pursuant to Paragraph 20 of the MOU, if the formal long-form settlement agreement is not entered into within sixty (60) days of the execution of the MOU, then the MOU is final, binding, and enforceable pursuant to California Code of Civil Procedure Section 664.6. Pursuant to Paragraph 21 of the MOU, if Defendant does not respond with revisions within ten (10) days after Class Counsel provides the draft of the long-form settlement agreement, then the MOU is final, binding, and enforceable. Accordingly, the MOU is final, binding, and enforceable.

23. On July 8, 2025, Class Counsel informed Defendant's counsel that if the long-form settlement agreement cannot be finalized that week then Class Counsel will be moving forward with filing the motion for preliminary approval. Class Counsel received no response. On July 21, 2025, Class Counsel left a voicemail with Defendant's counsel providing a reminder that Class Counsel will be filing the motion for preliminary approval.

Summary of the Terms of the Settlement

24. For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the Class Period" ("Class" or "Class Member(s)"). The Class Period is defined as the period from June 15, 2019 through May 10, 2025. Based on information provided by Defendant, as of March 11, 2025 (i.e., the date of mediation), it is estimated that there are a total of two hundred and fifty (250) Class Members.

25. The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaints for a non-reversionary Gross Settlement Amount of One Million Four Hundred Four Thousand One Hundred Sixty-Eight Dollars and Zero Cents (\$1,404,168.00), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Class

Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$491,458.80 if the Gross Settlement Amount is \$1,404,168.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3) Settlement Administration Costs, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00); (4) Enhancement Payments in the aggregate amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Plaintiffs; and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Seven Hundred Eighty-Nine Thousand Seven Hundred Nine Dollars and Twenty Cents (\$789,709.20). Additionally, 25% of the PAGA Amount ("PAGA Employee Amount"), which is \$12,500.00 out of \$50,000.00, will be fully distributed to "all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the PAGA Period" ("PAGA Employee(s)"). The "PAGA Period" is defined as the period from June 27, 2022 through May 10, 2025.

26. Defendant has represented that the Class Members worked a total of 34,248 workweeks during the period June 15, 2019 through March 10, 2025. If it is determined by the Settlement Administrator that the total number of weeks each Class Member worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period ("Workweeks") 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.

27. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata* basis based on their number of Workweeks. Class Counsel proposes that the *pro rata* share of the Net

Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the following:

- a. After the Court enters the order granting preliminary approval of the settlement, 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 the Court enters the order granting final approval of the settlement, 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

28. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis 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”). Class Counsel proposes that the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the following:

- a. 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.

29. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the

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

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

12 31. The Parties agreed that Defendant will fund the Gross Settlement Amount within sixty
13 (60) calendar days from the date that the Court grants final approval of the settlement. Class Counsel
14 proposes the term "Effective Date" to mean the following:

- 15 a. The date by when both of the following have occurred: (a) the Court enters the Final
16 Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final.
17 The Final Approval Order and Judgment is final as of the latest of the following
18 occurrences: (a) if no Settlement Class Members object to the Class Settlement, the day
19 the Court enters the Final Approval Order and Judgment; (b) if one or more Settlement
20 Class Members objects to the Class Settlement, the day after the deadline for filing a
21 notice of appeal from the Final Approval Order and Judgment; or if a timely appeal
22 from the Final Approval Order and Judgment is filed, the day after the appellate court
23 affirms the Final Approval Order and Judgment and issues a remittitur.

24 Class Counsel proposes the following:

- 25 a. Funding: No later than sixty (60) calendar days after the Effective Date, Defendant will
26 deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within
27 the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the
28 Settlement Administrator. Defendant shall provide all information necessary for the

1 Settlement Administrator to calculate necessary payroll taxes including its official
2 name, 8-digit state unemployment insurance tax ID number, and other information
3 requested by the Settlement Administrator, no later than sixty (60) calendar days after
4 the Effective Date.

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

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

18 **The Settlement is Reasonable**

19 ***Informed Arms-Length Negotiations***

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

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

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

3 36. Based on the information exchanged, the Parties extensively briefed issues regarding
4 class certification and liability and provided their analyses to the Mediator who helped the Parties
5 debate the strengths and weakness of their respective positions.

6 ***Estimate of Potential Value of Claims***

7 37. Class Counsel analyzed all available data and estimated Defendant's maximum
8 potential exposure to be approximately \$3,728,961 assuming the litigation was successful at trial on
9 all claims at issue and every employee had a violation for each claim on every shift worked. This
10 maximum potential analysis was then reduced based on the challenges facing the likelihood of
11 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
12 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
13 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
14 for all putative class members across the entire putative class period, which included: \$533,946 for
15 meal period violations; \$501,289 for rest period violations; \$927,490 for unpaid off-the-clock work;
16 \$311,745 for unpaid overtime wages at the required regular rate of pay; \$124,804 for unreimbursed
17 business expenses; \$783,937 for waiting time penalties; and \$545,750 for wage statement penalties.
18 Plaintiffs further estimated that Defendant faced an additional exposure of \$567,800 in potential, non-
19 stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA
20 penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled
21 \$4,296,761 in damages.

22 ***Specific Risks Considered***

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

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

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

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

42. Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest period allegations. As with the meal period allegations, Defendant contended that it had a lawful 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 was 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 43. 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.

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

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

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

17 47. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
18 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
19 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
20 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
21 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
22 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
23 current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its
24 employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
25 would substantially delay any recovery by the Class.

26 48. Therefore, taking into account how each of the above risks potentially effected
27 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the
28 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's

1 estimated liability based on the challenges facing their ability to succeed on class certification by 40%
2 to \$2,578,057. The merits-based risk factors further reduced Defendant's estimated liability by an
3 additional 40%. This resulted in an adjusted estimated liability of \$1,546,834. In light thereof, the
4 settlement amount of \$1,404,168 is a significant settlement.

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

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

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

Enhancement Payments

52. As part of the settlement, Plaintiffs are requesting reasonable Enhancement Payments of 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. These Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on the Actions, and the benefit to the Class Members as a result of Plaintiffs' actions. Notice of the requested Enhancement Payments are disclosed to the Class Members in the Class Notice. The Enhancement Payments that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members.

Attorneys' Fees and Costs

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

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

1 increased significantly had the cases progress through certification, trial, and/or upon appeal.

2 55. Class Counsel has litigated this matter for over two years and was actively preparing
3 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
4 of the legal services provided, the time incurred in performing those services, and Class Counsel's
5 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
6 by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class
7 Members in the Class Notice. The Attorneys' Fees and Costs that are not ultimately approved by the
8 Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class
9 Members.

10 *Notice to the Class*

11 56. The proposed settlement administrator is ILYM Group, Inc. ("ILYM" or "Settlement
12 Administrator") to handle the notice and settlement administration process. Class Counsel respectfully
13 requests that the Court appoint ILYM to handle these procedures and to serve as the Settlement
14 Administrator. Class Counsel obtained quotes from three (3) different settlement administration
15 companies and provided them to Defendant's counsel with the suggestion of using ILYM since they
16 were the lowest quote. Defendant will provide ILYM with the Class List and ILYM will calculate
17 each Class Member's estimated Individual Settlement Share and each PAGA Employee's estimated
18 Individual PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of
19 Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and
20 transmit necessary taxes and withholdings with respect to the wages portion of the Individual
21 Settlement Shares; will prepare and submit informational and other tax filings and documents; will
22 issue and transmit all payments provided for by the settlement, including, but not limited to, mailing
23 Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA
24 Payment checks to the PAGA Employees; and perform any other usual and customary duties for
25 administering a class action settlement.

26 57. I am not aware of an alternative method of providing notice to the Class which would
27 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
28 Class Member, who provided the information to Defendant. As a fail-safe to this highly reliable

1 method, skip tracing will be performed, if necessary.

2 ***Notice of Settlement to the LWDA***

3 58. In accordance with California Labor Code section 2699(1)(2), on July 28, 2025, a copy
4 of the MOU was submitted to the LWDA via online submission through the LWDA's website. A true
5 and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 5**.
6 Additionally, the motion for preliminary approval papers are being submitted to the LWDA
7 concurrently with the filing of the motion for preliminary approval.

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

10 Executed on July 28, 2025, at Jersey City, New Jersey.

11 _____
12 Alexandra Rose
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EXHIBIT 1

- *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.
- *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.
- *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.
- *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



Karen Gold, Esq.
kgold@blackstonepc.com

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

MEMORANDUM OF UNDERSTANDING RE CLASS & PAGA ACTION SETTLEMENT

Los Angeles County Superior Court Case No. 23STCV14059: (Class & PAGA)

Los Angeles County Superior Court Case No. 23STCV28240: (Class & PAGA)

Subject to final approval by the Court, which the parties and their counsel will recommend in good faith, and with the provision that this Memorandum of Understanding (“MOU”) will be further incorporated into a Joint Stipulation of Settlement and Release, Plaintiff Iman Frederick and Roxanne Elliot (“Plaintiffs”), on the one hand, and *The Private Suite Holdings, LLC, et al.*, (“Defendant”), on the other hand, (collectively referred to as “the Parties”) agree to the following material terms of settlement (the “Settlement”) of the Class and PAGA representative actions entitled, *Iman Frederick v. The Private Suite Holdings, LLC, et al. and Roxanne Elliot v. The Private Suite Holdings, LLC, et al.* in Los Angeles County Superior Court, as Case No. 23STCV14059 (the “Frederick Class & PAGA Action”) and 23STCV28240 (the “Elliot Class & PAGA Action”). For purposes of this MOU and the Settlement, the “Action” is defined collectively as the Frederick Class & PAGA Action and the Elliot Class & PAGA Action as they were consolidated August 14th, 2024.

1. **Gross Settlement Amount (Class and PAGA Settlement):** Defendant shall pay the Gross Settlement Amount in the amount of \$ 1,404,168.00 (one million four hundred-four thousand and one hundred sixty-eight dollars). This amount shall be payable 60 days from the Court granting final approval of the settlement of the Action in its entirety.
2. **Net Settlement Amount:** Class counsel’s court approved attorneys’ fees, costs, class representative Enhancement Awards, LWDA Payment, Aggrieved Employees Payment, and the settlement administration costs will be deducted from the Gross Settlement Amount to calculate the Net Settlement Amount to be distributed to the Class Members who do not opt out of the Settlement. The Aggrieved Employees Payment shall be distributed to the Aggrieved Employees.
3. **No Reversion, No Claims Made:** There will be no reversion to Defendant and no claims process for Class Members to receive payment.
4. **Settlement Class:** “Class Members” shall include all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the period of June 15, 2019, through May 10, 2025 (the “Class Period”). “Aggrieved Employees” shall include all current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the period of June 27, 2022, to May 10th, 2025 (“PAGA Period”).
5. **Escalator Clause.** Defendant estimates there are a total of 34,248 Workweeks as of March 10, 2025. If the actual number of workweeks worked by Class Members eligible to participate in the Settlement is greater than 10% of this estimate (i.e., by more than 3,424.80 Workweeks), then Defendant has the option to either: (1) agree to 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 agree to 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 covered 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.

6. **Released Class Claims:** Participating Class Members and Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Complaint 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) 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 (k) 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, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims").
7. **Released PAGA Claims by Aggrieved Employees:** Plaintiff and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from 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 Complaint, the PAGA Notice (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.
8. **Released Parties:** The Released Parties shall include 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, subsidiaries.

9. **Net Settlement Fund Designation/Characterization of Settlement Payments to Class:** Portions of Class Member individual settlement payments allocated for the release of class claims shall be characterized 20% wages, 80% penalties and interest. Portions of Aggrieved Employees individual settlement payments allocated for the release of PAGA claims shall be characterized 100% penalties. The portion allocated to wages shall be subject to usual and customary withholdings and shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator.
10. **Enhancement Award:** Non-opposition to a request for up to \$20,000.00 for Plaintiff Iman Frederick and up to \$10,000 for Plaintiff Roxanne Elliot for Plaintiffs' Enhancement Awards. Any portion of the Enhancement Awards allocation not approved by the court will revert to participating class members. 100% of each Plaintiff's Enhancement Award shall be made without deduction for State or Federal taxes but subject to issuance of IRS Form 1099. Plaintiffs' enhancement awards are subject to strict confidentiality; neither Plaintiffs nor their counsel shall disclose any terms of this agreement unless and until the terms become public through other sources (i.e., filing with court).
11. **Release for Individual Plaintiffs:** Plaintiffs shall execute a general release of all known and unknown claims Plaintiffs may have against Released Parties, including a 1542 Waiver as to Released Parties for any all claims arising out of her employment with Defendants.
12. **Employer's Share of Payroll Taxes:** Defendant's share of payroll taxes for amounts allocated as wages will be paid by Defendant separate from and in addition to the Gross Settlement Amount.
13. **Uncashed or Returned Checks:** Funds from uncashed or returned checks will be transmitted to the State Controller Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b), as amended.
14. **Settlement Administration Costs:** Non-opposition to a request for reimbursement for the claims administrator's costs for their reasonable fees and expenses related to administering this Settlement, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to participating Class Members. The Settlement Administrator shall be mutually chosen by Class Counsel and Defense Counsel.
15. **Attorney's Fees:** Non-opposition to a request for attorney's fees of up to 35% of the Gross Settlement Amount (\$491,458.80). Any portion of the fee allocation not approved by the court will revert to participating Class Members. The Parties agree to the designation of Labor Law PC and Blackstone Law APC as counsel for the Settlement Class for all purposes in this case
16. **Costs:** Non-opposition to a request for reimbursement for Plaintiffs' reasonable litigation costs, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to participating Class Members. The Settlement Administrator shall

issue an IRS Form 1099 to Class Counsel reflecting the Attorneys' Fees and Costs awarded by the Court.

17. **Payment to LWDA and Aggrieved Employees:** The parties allocate \$50,000.00 of the Gross Settlement Amount to the settlement of PAGA claims, 75% of which shall be paid to the California Labor & Workforce Development Agency ("LWDA Payment") and 25% of which shall be distributed to the Aggrieved Employees ("Aggrieved Employees Payment") on a pro rata basis, based on the PAGA Employee's pay periods worked during the PAGA Period.
18. **Settlement Distribution to Class Members:** There will be no claims process and no reversion. Rather, all Class Members who do not opt out will receive a check for their respective shares of the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members based on number of weeks each Class Member worked ("Workweeks") during the Class Period in the State of California (the "Individual Settlement Payment"). The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid requests for exclusion ("Participating Class Members"). If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.
19. **Informal Discovery:** The Parties agree that any and all disclosures and/or exchanges of information in anticipation of mediation and the Settlement shall be covered by the mediation privilege.
20. **Enforceability:** The Parties intend to enter into a more formal "long form" agreement not inconsistent with the terms of this MOU within 60 days of the date of execution of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding and enforceable pursuant to California Code of Civil Procedure section 664.6. By virtue of the foregoing language and pursuant to Evidence Code section 1123(b), this written MOU is not made inadmissible, nor is it protected from disclosure.
21. **Drafting of Long-Form Settlement Agreement and Preliminary Approval Papers:** Plaintiff's counsel will draft the long-form settlement agreement and provide to Defendant for review and comment within 45 days of execution of the MOU. Defendant shall thereafter have ten (10) days to respond with any proposed revisions. If Defendant does not respond with revisions within ten (10) days, this MOU will be final, binding and enforceable. Plaintiff's counsel will draft the motion for preliminary approval and motion for final approval.
22. **Confidentiality:** The Parties agree that the terms of this MOU are confidential until Plaintiff is required to enforce the MOU. Neither Plaintiffs nor their counsel shall disclose any terms of this agreement or the long-form settlement agreement unless and until the terms become public through other sources (i.e., filing with court). The Parties agree that other than in connection with any court-approved notice arising from this Settlement, they

will not issue any press release concerning this Settlement or anything related thereto. The Parties further agree that they will not seek to obtain media coverage in relation to the Settlement.

23. **Cooperation:** The Parties agree to cooperate fully with each other to accomplish the terms of the settlement, and to use their reasonable best efforts to finalize the settlement. If the Parties are unable to agree on the terms of the final long-form settlement agreements, the Parties agree to reengage Lynn Frank, Esq. to mediate the final terms, and split the cost 50/50, if any. The Parties further agree to use any other reasonable efforts that may become necessary by the Court, or otherwise, to effectuate the settlement.

24. **Electronic Signatures:** This Agreement may be executed in counter-parts electronic signature or DocuSign, each of which will be deemed an original, and all of which together will constitute but one and the same instrument.

Dated: 03/19/2025

PLAINTIFF: Iman Frederick



Iman Frederick

Dated: _____

PLAINTIFF: Roxanne Elliot

Roxanne Elliot

Dated: _____

DEFENDANT: *The Private Suite Holdings, LLC, et al*

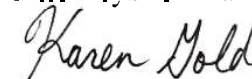
By: Amina Belouizdad Porter, CEO

APPROVED AS TO FORM AND CONTENT

Dated: _____

Noel Harlow, Esq.
Danny Yadidsion, Esq.
Attorneys for Plaintiff Iman Frederick

Dated: March 13, 2025



Karen Gold, Esq.
Noam Reiffman, Esq.
Attorneys for Plaintiff Roxanne Elliot

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24. **Electronic Signatures:** This Agreement may be executed in counter-parts electronic signature or DocuSign, each of which will be deemed an original, and all of which together will constitute but one and the same instrument.

Dated: _____

PLAINTIFF: Iman Frederick

Iman Frederick

Dated: 03/13/2025

PLAINTIFF: Roxanne Elliot

Roxanne M. Elliot
Roxanne Elliot

Dated: _____

DEFENDANT: *The Private Suite Holdings, LLC, et al*

By: Amina Belouizdad Porter, CEO

APPROVED AS TO FORM AND CONTENT

Dated: _____

Noel Harlow, Esq.
Danny Yadidsion, Esq.
Attorneys for Plaintiff Iman Frederick

Dated: March 13, 2025

Karen Gold
Karen Gold, Esq.
Noam Reiffman, Esq.
Attorneys for Plaintiff Roxanne Elliot

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Dated: _____

PLAINTIFF: Iman Frederick

Iman Frederick

Dated: _____

PLAINTIFF: Roxanne Elliot

Roxanne Elliot

Dated: 03/19/2025

DEFENDANT: *The Private Suite Holdings, LLC, et al*



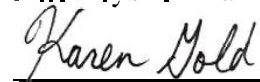
By: Amina Belouizdad Porter, CEO

APPROVED AS TO FORM AND CONTENT

Dated: _____

Noel Harlow, Esq.
Danny Yadidsion, Esq.
Attorneys for Plaintiff Iman Frederick

Dated: March 13, 2025



Karen Gold, Esq.
Noam Reiffman, Esq.
Attorneys for Plaintiff Roxanne Elliot

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PLAINTIFF: Iman Frederick

Iman Frederick

Dated: _____

PLAINTIFF: Roxanne Elliot

Roxanne Elliot

Dated: _____

DEFENDANT: *The Private Suite Holdings, LLC, et al*

By: Amina Belouizdad Porter, CEO

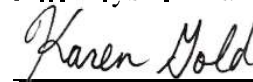
APPROVED AS TO FORM AND CONTENT

Dated: 03/13/2025



Noel Harlow, Esq.
Danny Yadidsion, Esq.
Attorneys for Plaintiff Iman Frederick

Dated: March 13, 2025



Karen Gold, Esq.
Noam Reiffman, Esq.
Attorneys for Plaintiff Roxanne Elliot

Dated: 03/13/2025



Brian Selvan
Attorney for Defendant

EXHIBIT 5

Thank you for your Other Response or Document Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>

Fecha Lun 28 Jul 2025 16:47

Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

07/28/2025 04:47:05 PM

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

Item submitted: Other Response or Document Submission

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)