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Attorneys for Plaintiff Marissa Hartman and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

MARISSA HARTMAN, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

NAPA LW HOSPITALITY CORPORATION, a Kansas corporation; NAPA SPA CORPORATION, a Kansas corporation; LODGEWORKS PARTNERS, L.P., a Kansas limited partnership; and LODGEWORKS PAYROLL, LLC, a Kansas limited liability company; and DOES I through 25, inclusive,

Defendants.

Case No. 23CV001166

Honorable Cynthia P. Smith
Department A

DECLARATION OF GARVIN BROWN OF ILYM GROUP, INC., REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	November 12, 2025
Time:	8:30 a.m.
Dept.:	A
Complaint Filed:	September 13, 2024
FAC Filed:	April 16, 2025
Trial Date:	Not Set

I, Garvin Brown, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Marissa Hartman v. Napa LW Hospitality Corporation, et al.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering class action settlements, including direct mail services, database management, claims processing and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million settlement class members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Class Action Settlement,* (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (c) establishing a QSF account and calculating individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms; (g) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On July 9, 2025, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' Counsel prior to mailing.

5. On August 19, 2025, ILYM Group received the Class List file from Defendants' counsel. The Class List file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained 629 Class Members and 414 PAGA Employees.

6. As part of the preparation for mailing, all 629 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Class Notice.

7. On August 26, 2025, the Class Notice was mailed, via U.S First Class Mail, to all 629 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice.

8. On August 28, 2025, it was discovered that an incorrect number of Pay Periods were used to calculate the Individual PAGA Payments. On September 12, 2025, a corrective postcard, which was approved by the Parties' counsel, was mailed to all Class Members providing an explanation of the error and their corrected amount of their estimated Individual PAGA Payment. Attached hereto, as **Exhibit B**, is a true and correct copy of the mailed corrective postcard.

9. As of the date of this declaration, 107 Class Notices have been returned to our office. Of the 107 returned Class Notices, none included a forwarding address. ILYM Group performed a computerized skip trace on the 107 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip trace, 84 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 84 Class Notices have been re-mailed as a result of ILYM Group's skip tracing efforts. As of the date of this declaration, a total of 23 Class Notices have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

10. As of the date of this declaration, ILYM Group has not received any Requests for Exclusion. The Response Deadline was October 10, 2025.

11. As of the date of this declaration, ILYM Group has not received any Notices of Objection. The Response Deadline was October 10, 2025.

12. As of the date of this declaration, ILYM Group has not received any Disputes. The Response Deadline was October 10, 2025.

13. As of the date of this declaration, ILYM Group reports a total of 629 Settlement Class Members, representing 100% of the Class.

14. Settlement Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by Settlement Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount.

Gross Settlement Amount	**$1,157,500.00**
Attorney's Fees	$385,833.33
Attorney's Costs/Expenses	$20,000.00
Enhancement Payment	$10,000.00
ILYM Group Fees	$10,150.00
LWDA	$37,500.00
PAGA Employees	$12,500.00
Net Settlement Amount	**$681,516.67**

15. The total number of Workweeks worked by the Settlement Class Members during the Class Period is 30,654 and the total number of Pay Periods worked by the PAGA Employees during the PAGA Period is 8,758. Accordingly, the Escalator Clause has not been triggered.

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16. To determine a Settlement Class Member's estimated Individual Settlement Share, the distribution shall be divided among all Settlement Class Members on a pro rata basis, based on the ratio of the Workweeks worked by each Settlement Class Member during the Class Period, to the total number of Workweeks worked by all Settlement Class Members during the Class Period. Based on these calculations, the Settlement Class Members will receive an estimated average gross Individual Settlement Share of $1,083.49, with the estimated lowest gross Individual Settlement Share being $22.23, and the estimated highest gross Individual Settlement Share being $5,269.11.

17. The Individual PAGA Payments to the PAGA Employees will be calculated based on the PAGA Employee's number of Pay Periods worked during the PAGA Period. The distribution will be divided among all PAGA Employees on a pro rata basis, based on the ratio of the Pay Periods worked by each PAGA Employee during the PAGA Period, to the total number of Pay Periods worked by all PAGA Employees during the PAGA Period. Based on these calculations, the PAGA Employees, will receive an estimated average Individual PAGA Payment of $30.19, with the estimated lowest Individual PAGA Payment being $1.43, and the estimated highest Individual PAGA Payment being $69.94.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $10,150.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 14th day of October 2025, at Tustin, California.

Garvin Brown

GARVIN BROWN

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Marissa Hartman v. Napa LW Hospitality Corporation, et al.
Superior Court of California for the County of Napa, Case No. 23CV001166

PLEASE READ THIS CLASS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Marissa Hartman ("Plaintiff") and Defendants Napa LW Hospitality Corporation, Napa Spa Corporation, Lodgeworks Partners, L.P., and Lodgeworks Payroll, LLC (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Marissa Hartman v. Napa LW Hospitality Corporation, et al.*, Napa County Superior Court Case No. 23CV001166 ("Action"), which may affect your legal rights. On July 9, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on November 12, 2025 at 8:30 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"**Class Period**" means the period from September 13, 2019 through July 15, 2024.

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

"**PAGA Employee(s)**" means all current and former non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"**PAGA Period**" means the period from September 5, 2022 through July 15, 2024.

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

II. BACKGROUND OF THE ACTION

On September 5, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 13, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages. On April 16, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint").

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

Defendants deny all of the allegations in the Action or that they violated any law.

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

On July 9, 2025, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Marissa Hartman as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million One Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero Cents ($1,157,500.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $385,833.33 if the Gross Settlement Amount is $1,157,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents ($50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($37,500.00) ("LWDA Payment") and the remaining 25% ($12,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) to the Settlement Administrator.

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

Settlement Payment.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

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

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

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From September 13, 2019 through July 15, 2024 (i.e., the Class Period), you are credited as having worked «Class_Workweeks» Workweeks.**
- **From September 5, 2022 through July 15, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before October 10, 2025**.

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

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

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

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«Est_Individual_PAGA_Payment» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means all class claims alleged, or reasonably could have been alleged, under state, federal, or local law, whether statutory or common law, based on the facts alleged in the Operative Complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

“Released PAGA Claims” means all PAGA claims alleged in the Operative Complaint and PAGA Letter, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

“Released Parties” means Defendants and each of their past, present, and future respective subsidiaries, dba’s, related and affiliated entities, joint ventures, parents, divisions, ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, successors, predecessors in interest, and each of their past and present officers, directors, shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and anyone acting for any of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $385,833.33 if the Gross Settlement Amount is $1,157,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars and Zero Cents ($12,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

A Request for Exclusion must: (a) contain the case name and number of the Action (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before October 10, 2025**.

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

C. Object to the Class Settlement

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before October 10, 2025.**

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department A of the Napa County Superior Court, located at Historic Courthouse, 825 Brown Street, Napa, California 94559, on November 12, 2025, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through Zoom online at: https://www.napa.courts.ca.gov/general-information/remote-appearance

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement.

You may view the Settlement Agreement and other information and documents relating to the Settlement Agreement by visiting the Settlement Administrator's website at www.ilymgroup.com.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE LA DEMANDA COLECTIVA

Marissa Hartman v. Napa LW Hospitality Corporation, et al.
Corte Superior de California para el Condado de Napa, Caso No. 23CV001166

POR FAVOR, LEA ESTA DEMANDA COLECTIVA ATENTAMENTE.

Usted ha recibido esta Notificación de Demanda Colectiva porque los registros de las Partes Demandadas indican que usted podría ser elegible para formar parte del acuerdo de la demanda colectiva llegado en el caso que se menciona arriba.

Usted no tiene que tomar ninguna acción adicional para recibir un pago en virtud del acuerdo.

Esta Notificación de Demanda Colectiva está diseñada para aconsejarle sobre sus derechos y opciones con respecto al acuerdo, y cómo usted puede solicitar que se le excluya del Acuerdo de la Demanda Colectiva, oponerse al Acuerdo de la Demanda Colectiva y/o disputar el número de Semanas de Trabajo y/o Semanas de Trabajo de la PAGA que a usted se le acreditan, si así lo decide.

A USTED SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre la Parte Demandante Marissa Hartman (la "Parte Demandante") y las Partes Demandadas Napa LW Hospitality Corporation, Napa Spa Corporation, Lodgeworks Partners, L.P. y Lodgeworks Payroll, LLC (en conjunto, las "Partes Demandadas") (a la Parte Demandante y las Partes Demandadas se les denomina colectivamente como las "Partes") en el caso titulado *Marissa Hartman v. Napa LW Hospitality Corporation, et al.*, Corte Superior del Condado de Napa Caso No. 23CV001166 (la "Demanda"), que podría afectar sus derechos legales. El 9 de julio de 2025, la Corte concedió una aprobación preliminar del acuerdo y programó una audiencia el 12 de noviembre de 2025 at 8:30 a.m. (la "Audiencia de Aprobación Final") para determinar si la Corte debe conceder la aprobación final del acuerdo o no.

II. DEFINICIONES IMPORTANTES

"**Colectivo**" o "**Miembro(s) de la Demanda Colectiva**" se refiere a todos los empleados no exentos actuales y antiguos que trabajaron para las Partes Demandadas en el Estado de California en cualquier momento durante el Período de la Demanda Colectiva

El "**Período de la Demanda Colectiva**" se refiere al período comprendido entre el 13 de septiembre de 2019 y el 15 de julio de 2024.

"**Acuerdo de la Demanda Colectiva**" se refiere al acuerdo y resolución de todas las Reclamaciones Liberadas de la Demanda Colectiva.

"**Empleado(s) de la PAGA**" se refiere a todos los empleados no exentos actuales y antiguos que trabajaron para las Partes Demandadas en el Estado de California durante el Período de la PAGA.

"**Período de la PAGA**" se refiere al período entre el 5 de septiembre de 2022 y el 15 de julio de 2024.

"**Acuerdo en virtud de la PAGA**" se refiere al acuerdo y resolución de todas las Reclamaciones Liberadas de la PAGA.

VII. ANTECEDENTES DE LA DEMANDA

El 5 de septiembre de 2023, la Parte Demandante proporcionó una notificación por escrito a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA", por sus siglas en inglés) y a las Partes Demandadas sobre las disposiciones específicas del Código de Trabajo de California que la Parte Demandante alega que fueron violadas ("Carta de la PAGA"). El 13 de septiembre de 2024, la Parte Demandante inició una demanda colectiva putativa al presentar una Denuncia de Demanda Colectiva por Daños. El 16 de abril de 2025, la Parte Demandante presentó una Primera Denuncia Enmendada de Demanda Colectiva y Representativa (la "Denuncia Operativa").

La Parte Demandante afirma que las Partes Demandadas no pagaron adecuadamente los salarios mínimos y de horas extraordinarias, no proporcionaron períodos para comer y de descanso conformes y las primas asociadas, no pagaron los salarios a tiempo durante y al momento de terminar el empleo y las penalizaciones por tiempo de espera asociadas, no proporcionaron declaraciones de salarios precisas, no reembolsaron los gastos comerciales y, por lo tanto, se involucraron en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California sección 17200, *y ss*., y conductas que dan lugar a sanciones en virtud de la Ley del Procurador General Privado de 2004 de acuerdo con el Código de Trabajo de California Sección 2698, *y ss*. ("PAGA", por sus siglas en inglés). La Parte Demandante busca, entre otras cosas, la recuperación de los salarios no pagados y las primas de los períodos para comer y de descanso, los gastos comerciales no reembolsados, la restitución, sanciones, intereses y honorarios y costos de los abogados.

Las Partes Demandadas niegan todas las alegaciones hechas en la Demanda o que hayan violado alguna ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, las Partes llegaron a un acuerdo. Las Partes han suscrito desde entonces una Estipulación Conjunta de Demanda Colectiva y Acuerdo en virtud de la PAGA (el "Acuerdo" o "Acuerdo de Solución").

El 9 de julio de 2025, la Corte dictó una orden por la que se aprobaba preliminarmente el Acuerdo. La Corte ha nombrado a ILYM Group, Inc. como el administrador del Acuerdo (el "Administrador del Acuerdo"), a la Parte Demandante Marissa Hartman como el Representante de la Demanda Colectiva (el "Representante de la Demanda Colectiva") y a los siguientes abogados de la Parte Demandante como los abogados de la Demanda Colectiva (los "Abogados de la Demanda Colectiva"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro de la Demanda Colectiva, no necesita tomar ninguna medida para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar que se le excluya del Acuerdo de la Demanda Colectiva (en cuyo caso no va a recibir un Pago Individual del Acuerdo), oponerse al Acuerdo de la Demanda Colectiva y/o disputar las Semanas de Trabajo y/o los Períodos de Pago que se le acreditan, si así lo decide, como se explica con más detalles en las Secciones III y IV a continuación. Si usted es un Empleado de la PAGA, no necesita tomar ninguna medida para recibir un Pago Individual en virtud de la PAGA; usted no va a tener la oportunidad de oponerse o solicitar que se le excluya del Acuerdo en virtud de la PAGA y todos los Empleados de la PAGA van a estar obligados por el Acuerdo en virtud de la PAGA si la Corte concede la aprobación final del Acuerdo.

El Acuerdo representa una solución y arreglo de reclamaciones muy controvertidas. Nada en este Acuerdo tiene la intención de o va a ser interpretado como una admisión por parte de las Partes Demandadas de que las reclamaciones en la Demanda tienen mérito o que las Partes Demandadas tienen alguna responsabilidad hacia la Parte Demandante, los Miembros de la Demanda Colectiva o los Empleados de la PAGA. La Parte Demandante y las Partes Demandadas, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte del litigio continuo, el Acuerdo es justo, razonable y adecuado, y está en el mejor interés de los Miembros de la Demanda Colectiva, el Estado de California y los Empleados de la PAGA.

VIII. <u>RESUMEN DEL ACUERDO PROPUESTO</u>

A. <u>Fórmula del Acuerdo</u>

El importe bruto del acuerdo total es de un millón ciento cincuenta y siete mil quinientos dólares y cero centavos ($1,157,500.00) (el "Importe Bruto del Acuerdo"). A la parte del Importe Bruto del Acuerdo que se encuentra disponible para ser pagada a los Miembros del Acuerdo de la Demanda Colectiva se le refiere como el "Importe Neto del Acuerdo". El Importe Neto del Acuerdo va a ser el Importe Bruto del Acuerdo menos los siguientes pagos, que se encuentran sujetos a la aprobación por parte de la Corte: (1) honorarios de los bogados, por un importe que no exceda un tercio (1/3) del Importe Bruto del Acuerdo (es decir, $385,833.33 si el Importe Bruto del Acuerdo es de $1,157,500.00) y el reembolso de los costos y gastos de litigio por un importe que no exceda los veinte mil dólares y cero centavos ($20,000.00) para los Abogados de la Demanda Colectiva; (2) Pago de Mejora por un importe que no exceda los diez mil dólares y cero centavos ($10,000.00) para la Parte Demandante por sus servicios en la Demanda; (3) el importe de cincuenta mil dólares y cero centavos ($50,000.00) asignados para las sanciones civiles en virtud de la Ley del Procurador General Privado ("Importe de la PAGA"), de los cuales a la LWDA se le pagará el 75% ($37,500.00) (el "Pago de la LWDA") y el restante 25% ($12,500.00) va a ser distribuido a los Empleados de la PAGA ("Importe de los Empleados de la PAGA"); y (4) los Costos de Administración del Acuerdo por un importe que no exceda los doce mil dólares y cero centavos ($12,000.00) al Administrador del Acuerdo.

Los Miembros de la Demanda Colectiva son elegibles para recibir un pago en virtud del Acuerdo de la Demanda Colectiva de su parte proporcional del Importe Neto del Acuerdo (la "Parte Individual del Acuerdo") sobre la base del número de semanas que cada Miembro de la Demanda Colectiva trabajó para las Partes Demandadas durante el Período de la Demanda Colectiva (las "Semanas de Trabajo"). El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por las Semanas de Trabajo de todos los Miembros de la Demanda Colectiva para producir el "Valor Estimado de la Semana de Trabajo", y multiplicó las Semanas de Trabajo individuales de cada Miembro de la Demanda Colectiva por el Valor Estimado de la Semana de Trabajo para producir una Parte Individual del Acuerdo estimada a la que cada Miembro de la Demanda Colectiva puede tener derecho a recibir en virtud del Acuerdo de la Demanda Colectiva (que se enumera en la Sección III.C más abajo). A los Miembros de la Demanda Colectiva que no presenten una Solicitud de Exclusión de manera oportuna y válida (los "Miembros del Acuerdo de la Demanda Colectiva") se les van a emitir sus Pagos Individuales del Acuerdo finales.

Cada Parte Individual del Acuerdo va a ser asignada en un veinte por ciento (20%) a los salarios, que serán informados en un IRS Form W-2, y un ochenta por ciento (80%) a las sanciones, intereses y daños no salariales, que serán informados en un IRS Form 1099 (si aplica). Cada Parte Individual del Acuerdo va a estar sujeta a la reducción para la parte de impuestos de nómina y retenciones del empleado con respecto a la porción del salario de la Partes Individuales del Acuerdo que dan lugar a un pago neto al Miembro del Acuerdo de la Demanda Colectiva (el "Pago Individual del Acuerdo"). La parte de los impuestos y contribuciones de los empleadores en relación con la porción de salarios de las Partes Individuales del Acuerdo (los "Impuestos del Empleador") va a ser pagadas por las Partes Demandadas por separado y además del Importe Bruto del Acuerdo.

Los Empleados de la PAGA son elegibles para recibir un pago en virtud del Acuerdo en virtud de la PAGA de su parte proporcional del Importe del Empleado de la PAGA (el "Pago Individual en virtud de la PAGA") sobre la base del número de períodos de pago que cada Empleado de la PAGA trabajó para las Partes Demandadas durante el Período de la PAGA (los "Períodos de Pago"). El Administrador del Acuerdo había dividido el Importe del Empleado de la PAGA, es decir, el 25% del Importe de la PAGA, por los Períodos de Pago de todos los Empleados de la PAGA para obtener el "Valor del Período de Pago", y multiplicó los Períodos de Pago individuales de cada Empleado de la PAGA por el Valor del Período de Pago para obtener el Pago Individual en virtud de la PAGA de cada Empleado de la PAGA.

Cada Pago Individual en virtud de la PAGA va a ser asignado como un cien por ciento (100%) de sanciones, no va a estar sujeto a impuestos o retenciones y se va a informar en un IRS Form 1099 (si aplica).

Si la Corte concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo van a ser enviados por correo a los Miembros del Acuerdo de la Demanda Colectiva y los Pagos Individuales en virtud de la PAGA van a ser enviados por correo a los Empleados de la PAGA a la dirección que se encuentran en el archivo del Administrador del Acuerdo. **Si la dirección a la que se le envió esta Notificación de Demanda Colectiva no es correcta, o si usted se muda después de recibir esta Notificación de Demanda Colectiva, usted debe proporcionarle su dirección postal correcta al Administrador del Acuerdo tan pronto como sea posible para asegurar que usted reciba el pago al que pueda tener derecho en virtud de este Acuerdo.**

B. <u>Sus Semanas de Trabajo y Períodos de Pago (si aplican) se basan en los Registros de las Partes Demandadas</u>

De acuerdo con los registros de las Partes Demandadas:

- **Del 13 de septiembre de 2019 al 15 de julio de 2024 (es decir, el Período de la Demanda Colectiva), a usted se le acredita haber trabajado «Class_Workweeks» Semanas de Trabajo.**
- **Del 5 de septiembre de 2022 al 15 de julio de 2024 (es decir, el Período de la PAGA), a usted se le**

acredita haber trabajado «PAGA_Pay_Periods» Períodos de Pago.

Si usted desea disputar las Semanas de Trabajo y/o los Períodos de Pago que se le acreditan, puede presentar su disputa por escrito al Administrador del Acuerdo (la "Disputa"). La Disputa debe: (a) contener el nombre y número del caso de la Demanda (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número del Seguro Social; (c) indicar claramente que usted está disputando el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditaron y lo que usted afirma es el número correcto; y (d) ser enviada por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B más abajo, con un matasellos **del o antes del 10 de octubre de 2025**.

C. Su Parte Individual del Acuerdo Estimada y Pago Individual en virtud de la PAGA Estimado (si aplica)

Como se explicó más arriba, su Parte Individual del Acuerdo Estimada y Pago Individual en virtud de la PAGA Estimado (si aplica) se basan en el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditan.

En virtud de los términos del Acuerdo, se estima que su Parte Individual del Acuerdo es de $«Est_Individual_Settlement_Share». La Parte Individual del Acuerdo está sujeta a la reducción para la parte de impuestos y retenciones del empleado con respecto a la porción del salario de la Parte Individual del Acuerdo y sólo va a ser distribuida si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

En virtud de los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es de $«Est_Individual_PAGA_Payment» y sólo va a ser distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

El proceso de aprobación del acuerdo puede tardar muchos meses. Su Parte Individual del Acuerdo y su Pago Individual en virtud de la PAGA (si aplica) reflejados en esta Notificación de Demanda Colectiva son sólo estimaciones. Su Pago Individual del Acuerdo y su Pago Individual en virtud de la PAGA (si aplica) reales podrían ser más altos o más bajos.

D. Liberación de las Reclamaciones

A partir de la Fecha de Entrada en Vigor y una vez que se haya financiado por completo el Importe Bruto del Acuerdo, se considerará que la Parte Demandante y los Miembros del Acuerdo de la Demanda Colectiva han liberado, resuelto, comprometido, arreglado y dado de baja de manera final, completa y para siempre a las Partes Liberadas por todas las Reclamaciones Liberadas de la Demanda Colectiva.

A partir de la Fecha de Entrada en Vigor y una vez que se haya financiado por completo el Importe Bruto del Acuerdo, se considerará que la Parte Demandante, el Estado de California con respecto a todos los Empleados de la PAGA y todos los Empleados de la PAGA han liberado, resuelto, comprometido, arreglado y dado de baja de manera final, completa y para siempre a las Partes Liberadas por todas las Reclamaciones Liberadas de la PAGA.

"Reclamaciones Liberadas de la Demanda Colectiva" se refiere a todas las reclamaciones de la demanda colectiva alegadas, o que razonablemente pudieron haber sido alegadas, bajo la ley estatal, federal o local, ya sean legales o comunes, basadas en los hechos alegados en la Denuncia Operativa, que ocurrieron durante el Período de la Demanda Colectiva y expresamente excluyen todas las otras reclamaciones, incluyendo las reclamaciones por los beneficios otorgados, despido injustificado, seguro de desempleo, discapacidad, seguro social, compensación a los trabajadores y la reclamaciones de la demanda colectiva fuera del Período de la Demanda Colectiva.

"Reclamaciones Liberadas de la PAGA" se refiere a todas las reclamaciones de la PAGA alegadas en la Denuncia Operativa y la Carta de la PAGA que ocurrieron durante el Período de la PAGA, y expresamente excluyen todas las otras reclamaciones, incluyendo las reclamaciones por los beneficios otorgados, despido injustificado, seguro de desempleo, discapacidad, seguro social, compensación a los trabajadores y las reclamaciones en virtud de la PAGA fuera del Período de la PAGA.

"Partes Liberadas" se refiere a las Partes Demandadas y a cada uno de sus anteriores, actuales y futuras respectivas sucursales, nombres comerciales, entidades relacionadas y afiliadas, empresas conjuntas, matrices, divisiones, entidades propietarias, aseguradoras y reaseguradoras, y planes de beneficios para empleados patrocinados por la compañía de cualquier naturaleza, sucesores, predecesores en interés y cada uno de sus anteriores y actuales funcionarios, directivos, accionistas, empleados, agentes, miembros, entidades gestoras, empresarios conjuntos, empresas integradas, directores, herederos, representantes, contables, auditores, consultores, abogados, administradores, fiduciarios, fideicomisarios y cualquier persona que actúe en nombre de cualquiera de ellos.

E. Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva

Los Abogados de la Demanda Colectiva van a solicitar los honorarios de los abogados por un importe que no exceda un tercio (1/3) del Importe Bruto del Acuerdo, (es decir, $385,833.33 si el Importe Bruto del Acuerdo es de $1,157,500.00) y el reembolso de los costos y gastos de litigio por un importe de veinte mil dólares y cero centavos ($20,000.00) (en conjunto, los "Honorarios y Costos de los Abogados"), sujeto a la aprobación de la Corte. Los Honorarios y Costos de los Abogados concedidos por la Corte van a ser pagados del Importe Bruto del Acuerdo. Los Abogados de la Demanda Colectiva han estado procesando la Demanda en nombre de la Parte Demandante, los Miembros de la Demanda Colectiva y los Empleados de la PAGA en base a una tarifa de contingencia (es decir, sin haberle pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigio.

F. Pago de Mejora a la Parte Demandante

La Parte Demandante va a solicitar el importe de diez mil dólares y cero centavos ($10,000.00) (el "Pago de Mejora"), en reconocimiento de sus servicios en relación con la Demanda. El Pago de Mejora va a ser pagado del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte, y si se concede, se va a pagar a la Parte Demandante además de su Pago Individual del Acuerdo y Pago Individual en virtud de la PAGA a los que tiene derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo al Administrador del Acuerdo

Se estima que el Pago al Administrador del Acuerdo no va a exceder dice mil dólares y cero centavos ($12,000.00) (los "Costos de Administración del Acuerdo") para los costos de los procesos de notificación y administración del acuerdo, incluyendo, sin limitarse a, los gastos de notificarles a los Miembros de la Demanda Colectiva sobre el Acuerdo, procesar las Solicitudes de Exclusión, las Notificación de Objeción y las Disputas, calcular las Partes Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales en virtud de la PAGA, y distribuir los pagos y formularios de impuestos en virtud del Acuerdo, y se le va a pagar del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte.

IX. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO UN MIEMBRO DE LA DEMANDA COLECTIVA?

A. Participar en el Acuerdo

Si usted desea formar parte del Acuerdo de la Demanda Colectiva y desea recibir una compensación del Acuerdo de la Demanda Colectiva, no tiene que hacer nada. A usted se le va a incluir de manera automática en el Acuerdo de la Demanda Colectiva y se le va a emitir su Pago Individual del Acuerdo a menos que usted decida excluirse a usted mismo/a del Acuerdo de la Demanda Colectiva.

A menos que usted elija excluirse a usted mismo/a del Acuerdo de la Demanda Colectiva, y si la Corte concede la aprobación final del Acuerdo, usted estará obligado/a por los términos del Acuerdo de la Demanda Colectiva y cualquier sentencia que pueda ser dictada por la Corta sobre la base de la misma, y usted va a liberar las Reclamaciones Liberadas de la Demanda Colectiva en contra de las Partes Liberadas como se describe en la Sección III.D más arriba.

Si usted es un Empleado de la PAGA y la Corte concede la aprobación final del Acuerdo, a usted se le va a incluir de manera automática en el Acuerdo en virtud de la PAGA y se le va a emitir su Pago Individual en virtud de la PAGA. Esto significa que usted estará obligado/a por los términos del Acuerdo en virtud de la PAGA y cualquier sentencia que pueda ser dictada por la Corta sobre la base de la misma, y usted va a liberar las Reclamaciones Liberadas de la PAGA en contra de las Partes Liberadas como se describe en la Sección III.D más arriba.

Como un Miembro de la Demanda Colectiva y Empleado de la PAGA (si aplica), usted no va a ser responsable por separado del pago de los honorarios de los abogados o los costos y gastos de litigio, a menos que usted contrate a sus propios abogados, en cuyo caso usted sería responsable de los honorarios y gastos de sus propios abogados.

B. Solicitar que se le Excluya del Acuerdo de la Demanda Colectiva

Los Miembros de la Demanda Colectiva pueden solicitar que se les excluya del Acuerdo de la Demanda Colectiva enviando una carta (la "Solicitud de Exclusión") al Administrador del Acuerdo a la siguiente dirección:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

La Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Demanda (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número del Seguro Social; (d) indicar claramente que usted no desea que se le incluya en el Acuerdo de la Demanda Colectiva; y (d) ser enviada por correo al Administrador del Acuerdo a la dirección especificada arriba, con un matasellos **del o antes del 10 de octubre de 2025.**

Si la Corte concede la aprobación final del Acuerdo, a cualquier Miembro de la Demanda Colectiva que presente una Solicitud de Exclusión válida y oportuna no se le va a emitir un Pago Individual del Acuerdo, no quedará obligado/a por el Acuerdo de la Demanda Colectiva (y la liberación de las Reclamaciones Liberadas de la Demanda Colectiva descrita en la Sección III.D más arriba) y no tendrá derecho alguno de oponerse a, apelar o comentar sobre el Acuerdo de la Demanda Colectiva. Los Miembros de la Demanda Colectiva que no presente una Solicitud de Exclusión válida y oportuna van a ser considerados Miembros del Acuerdo de la Demanda Colectiva y van a estar obligados por todos los términos del Acuerdo de la Demanda Colectiva, incluyendo aquellos relacionados con la liberación de las reclamaciones descrita en la Sección III.D que se encuentra más arriba, así como también por cualquier sentencia que pueda ser dictada por la Corte basándose en el mismo. Los Empleados de la PAGA van a estar obligados por el Acuerdo en virtud de la PAGA (y la liberación de las Reclamaciones Liberadas de la PAGA descritas en la Sección III.D más arriba) y se les va a emitir un Pago Individual en virtud de la PAGA, independientemente de si presentan una Solicitud de Exclusión o no.

C. Oponerse al Acuerdo de la Demanda Colectiva

Usted puede oponerse al Acuerdo de la Demanda Colectiva siempre que no haya presentado una Solicitud de Exclusión enviando una objeción por escrito ("Notificación de Objeción") al Administrador del Acuerdo.

La Notificación de Objeción debe: (a) contener el nombre y número del caso de la Demanda (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número del Seguro Social; (c) contener una declaración escrita de todos los motivos para la objeción acompañada de cualquier apoyo legal para tal objeción; (d) contener copias de cualquier papel, escrito u otro documento en el que se base la objeción; y (e) ser enviada por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B más arriba, con un matasellos **del o antes del 10 de octubre de 2025.**

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción de manera oral, independientemente de si ha presentado o no una Notificación de Objeción.

X. AUDIENCIA DE APROBACIÓN FINAL

La Corte va a celebrar una Audiencia de Aprobación Final en el Departamento A de la Corte Superior del Condado de Napa, ubicada en Historic Courthouse, 825 Brown Street, Napa, California 94559, el 12 de noviembre de 2025 a las 8:30 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y conceda los Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva, el Pago de Mejora a la Parte Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo:

La Audiencia de Aprobación Final se puede posponer sin previa notificación a los Miembros de la Demanda Colectiva y los Empleados de la PAGA. No es necesario que usted comparezca en la Audiencia de Aprobación Final, pero usted puede comparecer si así lo desea.

Puede encontrar más información sobre cómo comparecer de manera remota en línea a través de Zoom en: https://www.napa.courts.ca.gov/general-information/remote-appearance

XI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo de Solución, debe revisar el Acuerdo de Solución detallado.

Puede revisar el Acuerdo de Solución y otra información y documentos relacionados con el Acuerdo de Solución visitando el sitio web del Administrador del Acuerdo en www.ilymgroup.com.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN CON RESPECTO A ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON LOS ABOGADOS DE LA DEMANDA COLECTIVA.

Marissa Hartman v. Napa LW Hospitality Corporation, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID
QR Code»

ILYM ID: «ilym_id» «PC»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»

EXHIBIT “B”

Marissa Hartman v. Napa LW Hospitality Corporation, et al.
Superior Court of California for the County of Napa, Case No. 23CV001166

IMPORTANT INFORMATION REGARDING YOUR PAY PERIODS

On August 26, 2025, a Notice of Class Action Settlement ("Class Notice") was mailed to you describing the *Hartman v. Napa LW Hospitality Corporation* settlement and your rights and options under the Settlement. Please note that, due to an inadvertent error, the Class Notice that was previously mailed to you incorrectly states your Pay Periods worked during the PAGA Period and estimated Individual PAGA Payment. The information regarding your Workweeks worked during the Class Period and estimated Individual Settlement Share on the Class Notice was correct.

The purpose of this postcard is to provide you with your correct number of Pay Periods and estimated Individual PAGA Payment. **According to Napa LW Hospitality Corporation, Napa Spa Corporation, Lodgeworks Partners, L.P., and LodgeWorks Payroll, LLC, you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period. Based on these records, your estimated Individual PAGA Payment is $«Est_Individual_PAGA_Payment». As already provided on your Class Notice, your estimated Individual Settlement Share is $«Est_Individual_Settlement_Share», less taxes and withholdings. Accordingly, your total estimated gross individual settlement payment is $«Total»**

If you wish to dispute the Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed below, postmarked **on or before October 10, 2025**.

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

For further information, please contact the Settlement Administrator, ILYM Group, immediately at (888) 250-6810.

Marissa Hartman v. Napa LW Hospitality Corporation, et al.
Superior Court of California for the County of Napa, Case No. 23CV001166

IMPORTANT INFORMATION REGARDING YOUR PAY PERIODS

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The purpose of this postcard is to provide you with your correct number of Pay Periods and estimated Individual PAGA Payment. **According to Napa LW Hospitality Corporation, Napa Spa Corporation, Lodgeworks Partners, L.P., and LodgeWorks Payroll, LLC, you worked «PAGA_Pay_Periods2» Pay Periods during the PAGA Period. Based on these records, your estimated Individual PAGA Payment is $«Est_Individual_PAGA_Payment2». As already provided on your Class Notice, your estimated Individual Settlement Share is $«Est_Individual_Settlement_Share2», less taxes and withholdings. Accordingly, your total estimated gross individual settlement payment is $«Total2».**

If you wish to dispute the Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Hartman v. Napa LW Hospitality Corporation, et al.*, Case No. 23CV001166); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed below, postmarked **on or before October 10, 2025**.

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EXHIBIT “C”

ILYM GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Marissa Hartman v. Napa LW Hospitality Corporation, et al.
Monday, June 24, 2024

Requesting Attorneys Name:	Jared Osborne
E-Mail:	arose@blackstonepc.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	**570**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**Yes**
Post Key Documents to ILYM's Website	**Yes**
Case Duration (Years)	**1**

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	$650.00
Project Management:	$2,380.00
Notification & Mailing:	$1,609.70
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$4,495.30
Case Conclusion:	$1,015.00
All-In/Capped ILYM Fees & Expenses:	**$10,150.00**

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Marissa Hartman v. Napa LW Hospitality Corporation, et al.

Monday, June 24, 2024
Requesting Attorneys Name: Jared Osborne

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
			Subtotal	**$650.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

Activity	Rate Type	Unit Cost	Volume	Amount
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	3	$360.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
NCOA	Flat Rate	$150.00	1	$150.00
Toll Free Customer Service Representative	Flat Fee	$200.00	1	$200.00
Certified Spanish Translation	Flat Fee	$1,250.00	1	$1,250.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$2,380.00**

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAIILING				
Fulfillment of Notice, English and Spanish	Per Piece	$1.50	570	$855.00
USPS First Class Postage	Per Piece	$0.88	570	$501.60
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$1.00	86	$85.50
Storage, Photocopies, Deliveries	Flat Fee	$167.60	1	$167.60
			Subtotal	**$1,609.70**

ILYM | GROUP, Inc.
SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Marissa Hartman v. Napa LW Hospitality Corporation, et al.

Monday, June 24, 2024
Requesting Attorneys Name: Jared Osborne

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	5	$750.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	5	$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	570	$570.00
USPS First Class Postage	Per Piece	$0.64	570	$364.80
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	57	$85.50
Preparation of Taxes	Hourly	$120.00	5	$600.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$4,495.30**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds to the State	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

Subtotal **$1,015.00**

All-In/Capped ILYM Fees & Expenses: **$10,150.00**

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
Mailing and Data Conversion: ILYM’s database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM’s standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM’s Standard Rates.
Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client’s instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.
Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client’s liability to ILYM for payment of services. Services are not provided on a contingency fee basis.
Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys’ fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.
Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.
Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.
Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.
Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM’s reasonable control, then such performance shall be excused and this Agreement, at ILYM’s option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.