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Attorneys for Plaintiff Joseph Amyot and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

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

Plaintiff,

vs.

SILVERTHORN RESORT, INC., a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV-0203487

Honorable Benjamin L. Hanna
Department 63

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: November 17, 2025
Time: 8:30 a.m.
Dept: 63

Complaint Filed: October 23, 2023
FAC Filed: May 9, 2025
Trial Date: Not Set

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

2. On October 20, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Silverthorn Resort, Inc. (“Defendant”) by U.S. 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 (“PAGA Letter”).

4. On December 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court Case No. 23CV-203944 (“PAGA Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

5. On February 29, 2024, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and served a proposed Belaire-West notice in the Action.

6. On February 29, 2024, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and served a proposed Belaire-West notice in the PAGA Action.

1 7. On February 3, 2025, Plaintiff and Defendant (together, the “Parties”) participated in a
2 formal mediation conducted by Tagore Subramaniam, Esq. (“Mediator”), a neutral and respected
3 mediator with extensive experience in complex wage and hour matters, and with the assistance of the
4 Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class
5 and representative basis. The Parties then worked diligently to negotiate and memorialize the terms
6 in a long form settlement agreement.

7 8. On April 14, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA
8 Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
9 Agreement is attached hereto as **Exhibit 1**.

10 9. On May 9, 2025, Plaintiff filed a First Amended Class and Representative Action
11 Complaint (“Operative Complaint”) in the Action, which added the PAGA claims alleged in the
12 PAGA Action. The Operative Complaint alleges ten (10) causes of action for violations of the
13 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
14 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
15 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
16 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
17 to reimburse necessary business expenses, for violations of California Business & Professions Code
18 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
19 penalties under PAGA based on the aforementioned California Labor Code violations.

20 10. On May 22, 2025, Plaintiff dismissed the PAGA Action without prejudice.

21 11. On May 28, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action
22 and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On June 23,
23 2025, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
24 Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the
25 Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed
26 administration procedures and associated deadlines. A true and correct copy of the Preliminary
27 Approval Order is attached hereto as **Exhibit 2**.

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1 **Summary of the Terms of the Settlement Agreement**

2 12. By way of the Preliminary Approval Order, the Court certified the following Class for
3 settlement purposes only: “All current and former hourly paid and/or non-exempt employees who
4 worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class
5 Members”). The “Class Period” is defined as the period from October 23, 2019 through April 4, 2025.
6 The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid
7 Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly paid and/or
8 non-exempt employees who worked for Defendant in the State of California at any time during the
9 PAGA Period.” The “PAGA Period” is defined as the period from October 20, 2022 through April 4,
10 2025.

11 13. Based on the data provided by Defendant following preliminary approval and for
12 purposes of administration of the Class Notice, I am informed that there are 156 Settlement Class
13 Members who worked 21,488.14 weeks for Defendant as hourly paid or non-exempt employees in
14 California during the Class Period (“Workweeks”) and 237 PAGA Employees who worked 8,731
15 weeks for Defendant as hourly paid and/or non-exempt employees in California during the PAGA
16 Period (“PAGA Workweeks”).

17 14. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
18 Complaint for a non-reversionary escalated Gross Settlement Amount of Nine Hundred Seventy-Nine
19 Thousand Nine Hundred Seventeen Dollars and Zero Cents (\$979,917.00)¹, which is exclusive of
20 employer-side payroll taxes. The escalated Gross Settlement Amount includes: (1) Class Counsel’s
21 fees in the amount of one-third (1/3) of the escalated Gross Settlement Amount, equaling Three
22 Hundred Twenty-Six Thousand Six Hundred Thirty-Nine Dollars and Zero Cents (\$326,639.00); (2)
23 Class Counsel’s actual litigation costs and expenses, in the amount not to exceed Twenty Thousand
24 Eight Hundred Thirty-Eight Dollars and Sixty-Five Cents (\$20,838.65); (3) Settlement Administration
25 Costs in the amount of Nine Thousand Six Hundred Fifty Dollars and Zero Cents (\$9,650.00); (4)
26 Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5)

27 _____
28 ¹ The Escalator Clause of the Settlement Agreement was triggered. Accordingly, the Gross Settlement Amount was increased by approximately six percent (6%) (i.e., \$55,467.00).

1 PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). After the above
2 Court-approved amounts are deducted from the escalated Gross Settlement Amount, the Settlement
3 Class Members will share in a Net Settlement Amount of approximately Five Hundred Sixty-Two
4 Thousand Seven Hundred Eighty-Nine Dollars and Thirty-Five Cents (\$562,789.35).

5 15. The Settlement does not require Settlement Class Members to submit claims as a
6 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement
7 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
8 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).
9 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net
10 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members
11 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks
12 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement
13 Administrator by dividing the amount of the PAGA Employees’ 25% share of the PAGA Amount
14 (\$12,500.00) by the total number of PAGA Workweeks worked by all PAGA Employees during the
15 PAGA Period and multiplying the result by each PAGA Employee’s PAGA Workweeks worked
16 during the PAGA Period.

17 16. I am aware from my review of the information provided by the Settlement
18 Administrator that the estimated average gross Individual Settlement Share is \$1,082.61, the estimated
19 highest gross Individual Settlement Share is \$7,394.30, and the estimated lowest gross Individual
20 Settlement Share is \$3.71, the estimated average Individual PAGA Payment is \$52.74, the estimated
21 highest Individual PAGA Payment is \$184.69, and the estimated lowest Individual PAGA Payment is
22 \$1.43.

23 17. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
24 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
25 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
26 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
27 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
28 to the wage portion of the Individual Settlement Shares, and issue checks to Settlement Class Members

1 for their net payment of their Individual Settlement Share (“Individual Settlement Payment”).
2 Defendant will separately pay any and all employer payroll taxes owed on the wage portion of the
3 Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred
4 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement
5 Administrator.

6 18. Each Individual Settlement Payment and Individual PAGA Payment check will be
7 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
8 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
9 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in
10 the name of the Settlement Class Member and/or PAGA Employee at issue.

11 **Notice to the LWDA**

12 19. On April 15, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
13 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
14 The LWDA has not objected or otherwise responded to the submission.

15 **The Settlement Is Fair and Reasonable**

16 ***Discovery and Informed Arms-Length Negotiations***

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

21 21. The Parties engaged in extensive informal discovery prior to reaching a settlement.
22 Prior to mediation, Defendant produced a random sampling of putative class members’ time and pay
23 data as well as Defendant’s relevant wage and hour policies, and the putative class members’ data
24 points. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths
25 and weaknesses of the claims and the potential class-wide damages.

26 22. Based on the information exchanged, the Parties extensively briefed issues regarding
27 class certification and liability and provided their analyses to the Mediator who helped the Parties
28 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and

1 prepared to litigate this matter through class certification and trial if the Parties had been unable to
2 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable
3 and experienced counsel. Class Counsel are respected members of the California State Bar with strong
4 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
5 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
6 intelligently in negotiating the Settlement.

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

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

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

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

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

6 27. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
7 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
8 California, and is within the accepted range of recoveries for this type of litigation given the inherent
9 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
10 litigation.

11 ***Attorneys' Fees and Costs***

12 28. Class Counsel seeks one-third (1/3) of the escalated Gross Settlement Amount (i.e.,
13 \$326,639.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
14 expenses totaling Twenty Thousand Eight Hundred Thirty-Eight Dollars and Sixty-Five Cents
15 (\$20,838.65). The requested fees and costs are fair compensation for undertaking complex, risky,
16 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
17 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
18 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
19 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
20 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

21 29. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
22 has translated into tangible monetary benefits for the Settlement Class Members, the State of
23 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of
24 California, and PAGA Employees will obtain monetary recovery over a relatively short period of time,
25 as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result
26 that compares favorably with other similar class action settlements of this type, given the strengths
27 and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that
28 would have only increased significantly had the Action progressed through certification, trial, and/or

1 appeals.

2 30. In the present case, Class Counsel has borne all of the risks and costs of litigation and
3 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
4 workload during this litigation when considering taking on additional work that was available, and
5 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
6 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
7 favorable result for the Class, the State of California, and the PAGA Employees. Considering the
8 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
9 similar matters, Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the escalated
10 Gross Settlement Amount (i.e., \$326,639.00) are reasonable and should be awarded

11 31. Blackstone was started in February 2018, representing plaintiffs in individual and
12 representative employment litigation. The firm has grown exponentially over the past seven-plus
13 years, now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor
14 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm
15 focused on other complex general litigation matters. Blackstone has been counsel of record on several
16 class action and PAGA actions that have since been resolved, the most recent of which are attached
17 hereto as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and
18 hour matters as follows:

19 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
20 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
21 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
22 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
23 associate and remained employed there from September 2008 through August 2015. During his
24 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
25 employment, corporate, entertainment, and general business litigation matters, though his primary area
26 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
27 those cases, he was the only or primary attorney managing the case and thus obtained extensive
28 experience. In that capacity, he conducted wage and hour and wrongful termination labor and

1 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
2 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
3 motions and pleadings, including dispositive and certification motions; strategized on all cases;
4 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
5 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
6 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
7 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
8 the cases he managed were highly publicized, with articles written about them in the Los Angeles
9 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
10 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,150,
11 which is well within the prevailing rate for attorneys with his experience in this area of practice in
12 Southern California.

13 b. Miriam L. Shimmel is a 28-year litigator who joined Blackstone in June 2022,
14 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
15 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
16 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
17 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
18 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
19 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
20 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
21 class actions and representative actions pursuant to PAGA, as well as individual actions based on
22 violations of the Fair Employment and Housing Act (“FEHA”). Approximately 75% of her work in
23 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
24 employers/businesses. On many of those cases, she was the senior lead attorney managing the
25 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
26 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
27 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
28 and pleadings, including dispositive and certification motions, as well as settlement approval motions;

1 strategized on all cases; participated in and directed communication with class members; attended
2 hearings; led and participated in mediations; coordinated with class action administrators; prepared
3 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
4 complex, and appellate courts. Her billable rate is \$1,050, which is well within the prevailing rate for
5 attorneys with her experience in this area of practice in Southern California.

6 c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
7 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
8 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
9 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
10 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
11 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
12 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
13 reasonable based on her education and experience and is in line with the market rate.

14 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
15 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
16 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
17 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
18 licensed in all federal district courts of California. I have worked on many wage and hour class action
19 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
20 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
21 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court
22 appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and
23 handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that
24 are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is
25 in line with the market rate.

26 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
27 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
28 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at

1 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
2 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
3 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
4 individual and class action cases. He was most recently recognized as a 2025 Southern California
5 Rising Star by Super Lawyers. His hourly rate of \$650 is reasonable based on his education and
6 experience and is in line with the market rate.

7 f. The above attorneys have been approved at the above hourly rates in the following
8 cases (which is not inclusive):

9 i. *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County
10 Superior Court, Case No. 34-2022-00330343-CU-OE-GDS.

11 ii. *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County
12 Superior Court Case No. 23STCV19480.

13 iii. *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior
14 Court, Case No. CVRI2201056.

15 iv. *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County
16 Superior Court, Case No. 37-2023-00046906-CU-OE-CTL.

17 32. Class Counsel has spent approximately 247.40 total hours litigating this matter. To
18 date, our total fees incurred amount to \$221,150. Each attorney who worked on this matter engaged
19 in a multitude of tasks, including communicating with the client and defense counsel; investigating
20 the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and
21 joint statements; reviewing documents; preparing for and attending mediation; and facilitating the
22 settlement by drafting the settlement documents and motion papers for obtaining settlement approval.
23 One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant
24 community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter,
25 few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation,
26 and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the
27 percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par
28 with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no

customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	28.60	\$1,150	\$32,890
Miriam L. Schimmel	Senior Counsel	92.40	\$1,050	\$97,020
Joana Fang	Senior Associate	47.30	\$750	\$35,475
Alexandra Rose	Senior Associate	43.50	\$750	\$32,625
Jared C. Osborne	Senior Associate	35.60	\$650	\$23,140

33. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$228,650.

34. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel seeks reimbursement of a total of Twenty Thousand Eight Hundred Thirty-Eight Dollars and Sixty-Five Cents (\$20,838.65) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

35. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

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1 ***Enhancement Payment***

2 36. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
3 Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. The
4 requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on
5 this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement
6 awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards
7 are higher. The Declaration of Plaintiff Joseph Amyot submitted herewith details his work and efforts
8 in bringing and litigating this matter through resolution and supports the requested Enhancement
9 Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to
10 the Class Members. Plaintiff's estimated Individual Settlement Share is Forty Dollars and Eighty-
11 Five Cents (\$40.85) and Individual PAGA Payment is Two Dollars and Eighty-Six Cents (\$2.86).

12 ***Settlement Administration Costs***

13 37. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
14 approved, Settlement Administration Costs not to exceed Eleven Thousand Dollars and Zero Cents
15 (\$11,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel
16 with its quote stating that its cost to administer the Settlement is Nine Thousand Six Hundred Fifty
17 Dollars and Zero Cents (\$9,650.00).

18 ***Allocation to the LWDA***

19 38. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and
20 Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of
21 which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
22 (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement purposes.

23 39. It is extremely common in approved wage and hour class action cases that settle that
24 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
25 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
26 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
27 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
28 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.

1 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
2 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
3 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA
4 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
5 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
6 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
7 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
8 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,
9 in these approved settlements, the parties generally maximized statutory penalties and minimized
10 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
11 California Labor Code violations.

12 ***Notice to the Class***

13 40. The Class Notice approved by the Court met the requirements for proper notice of
14 settlement to a class: it identified the Parties and described the Action, the Class, the escalated Gross
15 Settlement Amount, the proposed method for distribution of the escalated Gross Settlement Amount,
16 the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement
17 Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class
18 Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each
19 Class Member to make an informed choice whether to accept and participate in it. It also explained
20 how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class
21 Notice provided the date and time of the hearing on final approval of the Settlement and informed
22 Class Members how to obtain additional information about the Settlement.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed on October 23, 2025, at Jersey City, New Jersey.

25 

26 Alexandra Rose
27
28

EXHIBIT 1

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

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Joseph Amyot (“Plaintiff”
4 or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf
5 of the State of California with respect to aggrieved employees, and Defendant Silverthorn Resort, Inc.
6 (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as
7 “Party”).

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

11 **RECITALS**

12 1. On October 20, 2023, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”).

16 2. On October 23, 2023, Plaintiff filed a Class Action Complaint for Damages in the
17 action entitled *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court Case No.
18 23CV-203487 (“Action”), thereby commencing a putative class action against Defendant.

19 3. On December 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the
20 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Joseph Amyot*
21 *v. Silverthorn Resort, Inc.*, Shasta County Superior Court Case No. 23CV-203944 (“PAGA Action”),
22 which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to
23 California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

24 4. The Parties have agreed that Plaintiff will file a First Amended Class and
25 Representative Action Complaint (“Operative Complaint”) in the Action, which will add the PAGA
26 claims alleged in the PAGA Action. Together, the Action and PAGA Action are referred to as the
27 “Actions.”

28 ///

1 5. The Operative Complaint alleges ten (10) causes of action for violations of the
2 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
3 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
4 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
5 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure
6 to reimburse necessary business expenses, for violations of California Business & Professions Code
7 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
8 penalties under PAGA based on the aforementioned California Labor Code violations.

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

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

18 8. On February 3, 2025, the Parties participated in mediation with Tagore Subramaniam,
19 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
20 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
21 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
22 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
23 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
24 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
25 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
26 Class Members, State of California, and PAGA Employees in light of all known facts and
27 circumstances, including the risk of significant delay and uncertainty associated with litigation and
28 various defenses asserted by Defendant.

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

DEFINITIONS

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

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

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

c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (8) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks.

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

f. “Class Period” means the period from October 23, 2019 through April 4, 2025.

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

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1 h. “Court” means the Superior Court of the State of California for the County of
2 Shasta.

3 i. “Defendant’s Counsel” means John Adams of Littler Mendelson P.C.

4 j. “Effective Date” means the following: (i) if no Settlement Class Member
5 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
6 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
7 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
8 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
9 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
10 in final judicial approval of the Settlement.

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

14 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
15 recognition of his effort and work in prosecuting the Actions on behalf of Class Members and PAGA
16 Employees, and general release of claims, as set forth in Paragraph 14.

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

19 n. “Final Approval Hearing” means the hearing at which the Court will consider
20 and determine whether the Settlement should be granted Final Approval.

21 o. “Final Approval Order and Judgment” means the order granting final approval
22 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
23 Parties, and subject to approval by the Court.

24 p. “Gross Settlement Amount” means the amount of Nine Hundred Twenty-Four
25 Thousand Four Hundred Fifty Dollars and Zero Cents (\$924,450.00) to be paid by Defendant in full
26 satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all
27 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs,
28 and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the

1 Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement
2 Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant.
3 The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

4 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated in accordance with Paragraph 19.

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

11 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 in accordance with Paragraph 18.

14 t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred
15 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
16 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

17 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
20 Settlement Administration Costs.

21 v. “Notice of Objection” means a Settlement Class Member’s written objection to
22 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
23 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
25 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
27 specified address, postmarked on or before the Response Deadline.

28 ///

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

6 x. “PAGA Employee(s)” means all current and former hourly paid and/or non-
7 exempt employees who worked for Defendant in the State of California at any time during PAGA
8 Period.

9 y. “PAGA Employee Amount” means the amount of Twelve Thousand Five
10 Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to
11 PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

12 z. “PAGA Period” means the period from October 20, 2022 through April 4, 2025.

13 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
14 Claims.

15 bb. “PAGA Workweeks” means the number of weeks each PAGA Employee
16 worked for Defendant as an hourly paid and/or non-exempt employee in California during the PAGA
17 Period. PAGA Workweeks will be calculated by the Settlement Administrator by calculating the
18 number of weeks that each employee worked productive hours starting on or after October 20, 2022,
19 through April 4, 2025.

20 cc. “Preliminary Approval” means the date on which the Court enters the
21 Preliminary Approval Order.

22 dd. “Preliminary Approval Order” means the order granting preliminary approval
23 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
24 the Court.

25 ee. “Released Class Claims” means any and all claims, which were alleged or
26 which could have been alleged based on the factual allegations in the Operative Complaint, arising
27 during the Class Period, and shall specifically include claims for Defendant’s alleged failure to pay
28 minimum and overtime wages, provide compliant meal and rest periods and associated premium

1 payments, timely pay wages during employment and upon termination, provide accurate wage
2 statements, and reimburse necessary business-related expenses in violation of California Labor Code
3 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
4 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and
5 Professions Code sections 17200, *et seq.*

6 ff. “Released PAGA Claims” means any and all claims arising from any of the
7 factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for
8 civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698
9 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure
10 to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium
11 payments, timely pay wages during employment and upon termination, provide accurate wage
12 statements, maintain accurate payroll records, and reimburse necessary business-related expenses in
13 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
14 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
15 Wage Order(s).

16 gg. “Released Parties” means Defendant and its current and former officers,
17 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
18 assigns.

19 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
20 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
21 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
22 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
23 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
24 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

25 ii. “Response Deadline” means the deadline by which Class Members must submit
26 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
27 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
28 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which

1 case the Response Deadline will be extended to the next day on which the United States Postal service
2 is open. The Response Deadline may also be extended by express agreement between Class Counsel
3 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
4 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
5 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
6 from the original Response Deadline.

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

12 kk. “Settlement Administration Costs” means the costs payable from the Gross
13 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
14 Paragraph 16.

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

17 mm. “Workweeks” means the number of weeks each Class Member worked for
18 Defendant as an hourly paid or non-exempt employee in California during the Class Period.
19 Workweeks will be calculated by the Settlement Administrator by calculating the number of weeks
20 that each employee worked productive hours starting on or after October 23, 2019, through April 4,
21 2025.

22 nn. “Workweeks Dispute” means a letter submitted by a Class Member disputing
23 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
24 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
25 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security
26 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA
27 Workweeks credited to the Class Member and what the Class Member contends is the correct number;
28 and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or

1 before the Response Deadline.

2 **CLASS CERTIFICATION**

3 11. For the purposes of this Settlement only, the Parties stipulate to the certification of the
4 Class.

5 12. The Parties agree that certification for the purpose of settlement is not an admission
6 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
7 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
8 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
9 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
10 non-settlement context.

11 **TERMS OF THE AGREEMENT**

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

14 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
15 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
16 Settlement Amount (i.e., \$308,150.00 if the Gross Settlement Amount is \$924,450.00) and
17 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
18 of the Actions, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents
19 (\$25,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will
20 cover any and all work performed and any and all costs incurred by Class Counsel in connection with
21 the litigation of the Actions, including without limitation all work performed and costs incurred to
22 date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's
23 approval of this Settlement Agreement, including any objections raised and any appeals necessitated
24 by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing
25 this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
26 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
27 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
28 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

1 14. Enhancement Payment. Defendant agrees not to oppose or impede any application or
2 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
3 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
4 Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a
5 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
6 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
7 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
8 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
9 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
10 benefit of the Settlement Class Members.

11 15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
13 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
14 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
15 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
16 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
17 total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e.,
18 the Individual PAGA Payments).

19 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00). These costs,
22 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
23 *alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and
24 other documents for the Settlement, calculating and distributing payments due under the Settlement,
25 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
26 remittances, providing necessary reports and declarations, and other duties and responsibilities set
27 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual
28 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess

amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

17. Escalator Clause. Defendant has represented that the Class Members worked a total of 18,489 Workweeks during the Class Period. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 18,489 by more than 10% (i.e., by more than 20,338 Workweeks), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 20,523 Workweeks, then the Gross Settlement Amount will increase by 1%.

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

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

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

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA

Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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

22. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class

Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this

1 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
2 to additional compensation or benefits under any new or additional compensation or benefits, or any
3 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
4 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
5 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
6 any contrary language or agreement in any benefit or compensation plan document that might have
7 been in effect during the Class Period).

8 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

9 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
10 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
11 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
12 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
13 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
14 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will
15 apply for the entry of the Preliminary Approval Order seeking the following:

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

26 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
27 Class Counsel shall notify the LWDA of the Settlement prior to or upon filing the motion for
28 preliminary approval of the Settlement.

1 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
2 Defendant will provide the Class List to the Settlement Administrator.

3 28. Notice by First-Class U.S. Mail.

4 a. Within seven (7) calendar days after receiving the Class List from Defendant,
5 the Settlement Administrator will perform a search based on the National Change of Address Database
6 or any other similar services available, such as provided by Experian, for information to update and
7 correct for any known or identifiable address changes, and will mail a Class Notice in English and
8 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
9 First Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
10 Administrator.

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

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

22 29. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
23 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have
24 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
25 Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
26 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to
27 determine whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the
28 accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA

1 Workweeks to be credited to a disputing Class Member, Defendant's records will be presumed to be
2 correct and determinative of the dispute. However, if a Class Member produces information and/or
3 documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the
4 Class Member and the Settlement Administrator will resolve and determine the number of eligible
5 Workweeks and/or PAGA Workweeks that the disputing Class Member should be credited with under
6 the Settlement. The Settlement Administrator's decision on such disputes will be final and non-
7 appealable.

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

27 ///

28 ///

1 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
7 and complete and which were not), and also attach them to a declaration that is to be filed with the
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
12 whether they have submitted a Notice of Objection.

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

22 33. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
28 administration owed to the Settlement Administrator incurred up to that date.

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

4 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
9 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
10 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
12 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
13 Approval Order and Judgment, which will provide for, in substantial part, the following:

14 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
15 consummation of its terms and provisions;

16 b. Certification of the Settlement Class;

17 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

18 d. Approval of the application for Enhancement Payment to Plaintiff;

19 e. Directing Defendant to fund all amounts due under the Settlement Agreement
20 and ordered by the Court; and

21 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
22 conformity with California Rules of Court 3.769 and the Settlement Agreement.

23 36. Funding of the Gross Settlement Amount. No later than twenty (20) business days
24 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified
25 Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
26 established by the Settlement Administrator. Defendant shall provide all information necessary for
27 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
28 state unemployment insurance tax ID number, and other information requested by the Settlement
Administrator, no later than twenty (20) business days after the Effective Date.

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

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

 39. Class Settlement Release. Upon the Effective Date and full funding of the Gross

1 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
2 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
3 Released Class Claims.

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

8 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
9 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
10 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
11 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
12 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
13 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or
14 separation of employment with Defendant, which Plaintiff, at any time up until the execution of this
15 Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release
16 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
17 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
18 law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that
19 he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
20 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
21 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all
22 rights granted under any state or federal law or regulation limiting the effect of this Settlement
23 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
24 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
26 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
28

1 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
2 **THE DEBTOR OR RELEASED PARTY.**

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

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

14 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
15 Settlement Agreement shall have the following effects:

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

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

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

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

27 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
28 statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

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

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

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

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

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

49. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all the Parties and subject

1 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
2 constitute a waiver of any other provision.

3 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
4 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
5 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
6 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
8 full authority to enter into this Settlement Agreement, and further intend that this Settlement
9 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
10 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
11 confidentiality provisions that otherwise might apply under state or federal law.

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

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

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

23 54. Execution and Counterparts. This Settlement Agreement is subject only to the
24 execution of all Parties. However, this Settlement Agreement may be executed in one or more
25 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
26 copies of the signature page, will be deemed to be one and the same instrument.

27 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking

1 into account all relevant factors, present and potential. The Parties further acknowledge that they are
2 each represented by competent counsel and that they have had an opportunity to consult with their
3 counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if
4 necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the
5 Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the
6 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

7 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
8 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to define all provisions of this Settlement
10 Agreement valid and enforceable.

11 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
12 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
13 to implement the Settlement.

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

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1 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
2 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
3 intent of the provisions of this Settlement Agreement.

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

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

14 62. All Terms Subject to Final Court Approval. All amounts and procedures described in
15 this Settlement Agreement herein will be subject to final Court approval.

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

20 To Plaintiff and Class Counsel:

21 Jonathan M. Genish

22 jgenish@blackstonepc.com

23 Miriam L. Schimmel

24 mschimmel@blackstonepc.com

25 Joana Fang

26 jfang@blackstonepc.com

27 Alexandra Rose

28 arose@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

John Adams, Jr.

jhadams@littler.com
LITTLER MENDELSON P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Tel: (916) 830-7200

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

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

IT IS SO AGREED.

PLAINTIFF JOSEPH AMYOT

Joseph Amyot

Dated: 04/11/2025

Plaintiff Joseph Amyot

**DEFENDANT SILVERTHORN RESORT,
INC.**

Dated: _____

Full Name: _____

Title: _____

On behalf of Defendant Silverthorn Resort, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: 04/14/2025

Jonathan M. Genish
Jonathan M. Genish
Attorneys for Plaintiff Joseph Amyot
and Proposed Class Counsel

jhadams@littler.com
LITTLER MENDELSON P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Tel: (916) 830-7200

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

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

IT IS SO AGREED.

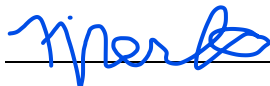
PLAINTIFF JOSEPH AMYOT

Dated: _____

Plaintiff Joseph Amyot

**DEFENDANT SILVERTHORN RESORT,
INC.**

Dated: 4/10/25 _____

 _____

Full Name: Robin Merlo _____

Title: CEO _____

On behalf of Defendant Silverthorn Resort, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Attorneys for Plaintiff Joseph Amyot
and Proposed Class Counsel

LITTLER MENDELSON P.C.



Dated: 4/11/2025

John Adams, Jr.
Attorneys for Defendant Silverthorn Resort, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Joseph Amyot v. Silverthorn Resort, Inc. **Superior Court of California for the County of Shasta, Case No. 23CV-203487**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced 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 Joseph Amyot ("Plaintiff") and Defendant Silverthorn Resort, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court Case No. 23CV-203487 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from October 23, 2019 through April 4, 2025.

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

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

"PAGA Period" means the period from October 20, 2022 through April 4, 2025.

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

II. BACKGROUND OF THE ACTION

On October 20, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On October 23, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On [redacted], Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant 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.

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

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Joseph Amyot 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
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 PAGA Workweeks 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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Twenty-Four Thousand Four Hundred Fifty Dollars and Zero Cents (\$924,450.00) (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., \$308,150.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his 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 Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly paid and/or non-exempt employee in California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek 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 PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From October 23, 2019 through April 4, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From October 20, 2022 through April 4, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Amyot v. Silverthorn Resort, Inc.*, Case No. 23CV-203487); (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 PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

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

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

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

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, 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 any and all claims, which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

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., \$308,150.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (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 his 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 his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) (“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 Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Amyot v. Silverthorn Resort, Inc.*, Case No. 23CV-203487); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

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 (*Amyot v. Silverthorn Resort, Inc.*, Case

No. 23CV-203487); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 63 of the Shasta County Superior Court, located at Redding Main Courthouse, 1515 Court Street, Redding, California 96001, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement 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.

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 and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Records Department locations in the Redding Main Courthouse, 1515 Court Street, Redding, California 96001 or by visiting the Court's website at <https://portal.shasta.courts.ca.gov/PortalPROD>, clicking 'Smart Search,' entering Case No. 23CV-203487, clicking 'I'm not a robot,' and entering 'Submit.'

You may also visit the Settlement Administrator's website at **[redacted]** for more information and documents relating to the Settlement.

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

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

EXHIBIT 2

1 Miriam Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com
2 Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 **BLACKSTONE LAW, APC**
5 8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
6 Tel: (310) 622-4278 / Fax: (855) 786-6356

7 Attorneys for Plaintiff Joseph Amyot

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SHASTA**

10 JOSEPH AMYOT, individually, and on behalf
11 of other similarly situated employees and
12 aggrieved employees pursuant to the
California Private Attorneys General Act,

13 Plaintiff,

14 vs.

15 SILVERTHORN RESORT, INC., a California
16 corporation; and DOES 1 through 25,
17 inclusive,

18 Defendants.

FILED

JUN 23 2025

CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK

Case No.: 23CV-0203487

Honorable Benjamin L. Hanna
Department 63

BUH
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 23, 2025
Time: 8:30 a.m.
Dept.: 63

Complaint Filed: October 23, 2023
FAC Filed: May 9, 2025
Trial Date: Not Set

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BUH
[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

BY FAX

[PROPOSED] ORDER

On June 23, 2025 at 8:30 a.m. in Department 63 of the above-captioned Court located at Redding Main Courthouse, 1515 Court Street, Redding, California 96001, Plaintiff Joseph Amyot's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Benjamin L. Hanna. Blackstone Law, APC appeared on behalf of Plaintiff and Littler Mendelson P.C. appeared on behalf of Defendant Silverthorn Resort, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
5 when balanced against the probable outcome of further litigation relating to certification, liability, and
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in his individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All current and former hourly paid and/or non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period.

20 (The Class Period is defined as the period from October 23, 2019 through April 4,
21 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
23 Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

24 8. The Court provisionally appoints Plaintiff Joseph Amyot as the representative of the
25 Class ("Class Representative").

26 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
27 Settlement ("Settlement Administrator").

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1 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
2 Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
4 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
5 and PAGA Workweeks (collectively referred to as the "Class List") in conformity with the Settlement
6 Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members' right to dispute the Workweeks and/or PAGA Workweeks credited to each of them
13 by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to
14 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
15 The Court further finds that distribution of the Class Notice substantially in the manner and form set
16 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
18 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
19 the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven
20 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
21 Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the date that is ~~forty-five (45)~~ ^{sixty (60)} calendar days from the initial mailing of the Class Notice by the
27 Settlement Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
6 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
7 bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 November 17, 2015 at 8:30 a.m./~~p.m.~~ in Department 63 of the Shasta County
10 Superior Court, located at Redding Main Courthouse, 1515 Court Street, Redding, California 96001,
11 to determine all necessary matters concerning the Settlement, including: whether the proposed
12 settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate,
13 and reasonable and should be finally approved by the Court; whether a judgment, as provided in the
14 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
15 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
16 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
17 Settlement Administration Costs, and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
19 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by November 3, 2015, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
24 Objection must be signed and must contain the information that is required, as set forth in the Class
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
27 regardless of whether they have submitted a Notice of Objection.

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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED**
12 **JUN 23 2025**

13 Dated: _____

14 **BENJAMIN L. HANNA**

15 _____
16 Honorable Benjamin L. Hanna
17 Judge of the Superior Court
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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Joseph Amyot v. Silverthorn Resort, Inc.
Superior Court of California for the County of Shasta, Case No. 23CV-203487

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced 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 Joseph Amyot ("Plaintiff") and Defendant Silverthorn Resort, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court Case No. 23CV-203487 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

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

"Class Period" means the period from October 23, 2019 through April 4, 2025.

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

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

"PAGA Period" means the period from October 20, 2022 through April 4, 2025.

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

II. BACKGROUND OF THE ACTION

On October 20, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On October 23, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On _____, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendant 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.

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

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement.

The Parties have since entered in Joint Stipulation of Class Action and PACA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Joseph Amyot 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
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 PAGA Workweeks 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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Nine Hundred Twenty-Four Thousand Four Hundred Fifty Dollars and Zero Cents (\$924,450.00) (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., \$308,150.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his 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 Eleven Thousand Dollars and Zero Cents (\$11,000.00) to the Settlement Administrator.

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

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as an hourly paid and/or non-exempt employee in California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek 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 PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- From October 23, 2019 through April 4, 2025 (i.e., the Class Period), you are credited as having worked [] Workweeks.
- From October 20, 2022 through April 4, 2025 (i.e., the PAGA Period), you are credited as having worked [] PAGA Workweeks.

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Amyot v. Silverthorn Resort, Inc.*, Case No. 23CV-203487); (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 PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before **[Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ _____. 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 \$ _____ 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 any and all claims, which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendant’s alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

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., \$308,150.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (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 his 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 his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) ("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 Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

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

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

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

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

B. Request Exclusion from the Class Settlement

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

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Amyot v. Silverthorn Resort, Inc.*, Case No. 23CV-203487); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

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 (*Amyot v. Silverthorn Resort, Inc.*, Case

- No. 23CV-203487); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

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

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 63 of the Shasta County Superior Court, located at Redding Main Courthouse, 1515 Court Street, Redding, California 96001, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement 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.

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 and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting the Records Department locations in the Redding Main Courthouse, 1515 Court Street, Redding, California 96001 or by visiting the Court's website at <https://portal.shasta.courts.ca.gov/PortalPROD>, clicking 'Smart Search,' entering Case No. 23CV-203487, clicking 'I'm not a robot,' and entering 'Submit.'

You may also visit the Settlement Administrator's website at _____ for more information and documents relating to the Settlement.

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

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

EXHIBIT 3

- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-

2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA

action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final

settlement of wage and hour class action.

- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County

Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
Amyot v. Silverthorn Resort, Inc.			
7/24/2023	Mailing	Records Request	\$8.53
10/20/2023	Filing	LWDA: PAGA Notice	\$75.00
10/20/2023	Mailing	PAGA Notice to Silverthorn Resort, Inc.	\$8.53
10/23/2023	Filing	Steno: Class Action Complaint & Initiating Documents	\$2,039.75
10/24/2023	Service	Steno: Personal Service of Class Action Complaint & Initiating Documents	\$134.00
10/26/2023	Filing	Steno: POS of Summons	\$99.00
12/27/2023	Filing	Steno: PAGA Complaint & Initiating Documents	\$686.25
2/14/2024	Service	Steno: Personal Service of PAGA Complaint & Initiating Documents	\$134.00
2/16/2024	Filing	Steno: POS of Summons	\$99.00
5/31/2024	Filing	Steno: Joint Stipulation to Continue Trial; [Proposed] Order	\$126.00
2/25/2025	Filing	Steno: Notice of Settlement	\$99.00
6/18/2024	Filing	Steno: Joint Stipulation to Continue Trial; [Proposed] Order (REJECTED)	\$99.00
6/20/2024	Filing	Steno: Joint Stipulation to Continue Trial; [Proposed] Order	\$126.00
7/26/2024	Mediation	Momentum ADR	\$8,500.00
7/26/2024	Mailing	Payment to Momentum ADR	\$5.59
11/15/2024	Other	Court Call	\$72.00
2/25/2025	Filing	Steno: Notice of Settlement (Class)	\$99.00
2/25/2025	Filing	Steno: Notice of Settlement (PAGA)	\$99.00
2/28/2025	Filing	Steno: Joint Status Report	\$99.00
2/28/2025	Other	Steno: Courtesy Copy of Joint Status Report to Court	\$175.00
3/7/2025	Other	Damage Analysis Consultant, Berger Consulting Group	\$6,655.00
4/14/2025	Filing	Steno: Joint Stipulation to Amend Complaint	\$261.00
5/1/2025	Filing	Steno: Amended Proof of Service	\$99.00
5/9/2025	Filing	Steno: First Amended Complaint	\$104.00
5/22/2025	Filing	Steno: Request for Dismissal of PAGA Action	\$99.00
5/28/2025	Filing	Steno: MPA and Supporting Documents	\$247.50
6/20/2025	Other	Court Call for MPA Hearing	\$72.00
7/7/2025	Filing	Steno: Notice of Entry of Judgment or Order (MPA)	\$99.00
	Filing	Estimated Cost - Steno: MFA and Supporting Documents	\$247.50
	Other	Estimated Cost - Court Call for MFA Hearing	\$72.00
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$99.00
Total:			\$20,838.65