Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

VANCE COAR, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. HOTEL EQUITIES GROUP, LLC, a Georgia limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No.: BCV-22-100229 Honorable Bernard C. Barmann, Jr. Department H **<u>CLASS ACTION</u>** **DECLARATION OF JARROD SALINAS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Date: March 14, 2025 Time: 8:30 a.m. Department: H Complaint Filed: January 26, 2022 FAC Filed: May 7, 2024 Trial Date: None Set

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Coar v. Hotel Equities Group, LLC* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from January 26, 2018 through November 23, 2021 ("Class Period") and the number of Pay Periods that each PAGA Group Member worked during the time period from November 1, 2022 through January 5, 2024 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Notices of Objection"), and/or disputes regarding the number of Workweeks and/or PAGA Pay Periods submitted by Class Members and/or PAGA Group Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to PAGA Group Members; (vii) issuing the payment to Class Counsel for Attorneys' Fees and Costs, Enhancement Award, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On November 12, 2024, Phoenix received a data file from Defendant's Counsel that contained names, last known mailing addresses, Social Security Numbers, dates of employment, and Workweeks for each Class Member ("Class List") during the Class Period. The final mailing

list contained two hundred eighteen (218) individuals identified as Class Members, and four hundred thirty-nine (439) individuals identified as PAGA Group Members.

4. On November 14, 2024, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's Counsel was used for the mailing of the Class Notice.

5. On December 18, 2024, Phoenix mailed the Class Notice via U.S. First Class Mail, in English and Spanish, to all two hundred eighteen (218) Class Members on the Class List. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, eight (8) Class Notices have been returned to Phoenix. None were returned with a forwarding address. For the eight (8) Class Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the eight (8) Class Notices that were skip traced, eight (8) updated addresses were obtained, and the Class Notice was promptly re-mailed to those Class Members via First Class Mail.

7. As of the date of this declaration, all Class Notices are considered deliverable.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was February 1, 2025.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was February 1, 2025.

10. As of the date of this declaration, Phoenix has received zero (0) disputes of the Workweeks and/or PAGA Pay Periods from Class Members and/or PAGA Group Members. The deadline for submitting a dispute was February 1, 2025.

11. There are two hundred eighteen (218) Class Members who did not submit a timely and valid Request for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of nine thousand fifty-four (9,054) Workweeks during the Class Period. Each Workweek is valued at approximately $68.31.

12. The Net Settlement Amount of $618,500.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Attorneys' Fees ($437,500.00), Attorneys' Costs ($25,000.00), requested Enhancement Award ($10,000.00), the PAGA Penalties ($150,000.00), and the requested Settlement Administration Costs ($9,000.00) from the Maximum Settlement Amount ($1,250,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $10,588.41, the lowest Individual Settlement Share to be paid is approximately $68.31, while the average Individual Settlement Share to be paid is approximately $2,837.16. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $150,000.00 of the Maximum Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $112,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $37,500.00, shall be paid to all current and former hourly-paid or non-exempt employees of Defendant during the PAGA Period. There are four hundred thirty-nine (439) PAGA Group Members who worked a total of four thousand nine hundred eighty-six (4,986) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $203.07, the lowest Individual PAGA Payment to be paid is approximately $7.52, and the average Individual PAGA Payment to be paid is approximately $85.62.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separate and apart from the Maximum Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $9,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 20th day of February 2025, at Orange, California.

Jarrod Salinas
JARROD SALINAS

EXHIBIT A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

NOTICE OF CLASS ACTION SETTLEMENT

Vance Coar. v. Hotel Equities Group, LLC
Superior Court of California for the County of Kern, Case No. BCV-22-100229

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 and, unless you request to be excluded from the class settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Vance Coar ("Plaintiff") and Defendant Hotel Equities Group, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Vance Coar v. Hotel Equities Group, LLC*, Kern County Superior Court, Case No. BCV-22-100229 ("Action"), which may affect your legal rights. On October 17, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on March 14, 2025, at 8:30 a.m., ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California employed between January 26, 2018 through November 23, 2021.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from January 26, 2018 through November 23, 2021.

"**Class Settlement**" means the settlement and release of Released Class Claims (described in Section III.D below).

"**PAGA Group Members**" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California employed between December 1, 2022 through January 5, 2024.

"**PAGA Settlement**" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the period from November 1, 2022 through January 5, 2024.

II. BACKGROUND OF THE ACTION

On July 29, 2021, Plaintiff Vance Coar filed a Class Action Complaint for Damages against Defendant, in the Kern County Superior Court, Case No. BCV-22-100229 ("Action").

On November 30, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice").

On May 7, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., in the Kern County Superior Court.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiffs further contend that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*., and give rise to penalties under 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.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement").

On October 17, 2024, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiff as representative of the Class ("Class Representative"), and the following attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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 credited to you, if you so choose, as explained more fully in Sections III and IV below.

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 Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum 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 Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees to Class Counsel in an amount up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., $437,500.00 if the Maximum Settlement Amount remains $1,250,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Twenty-Five Thousand Dollars ($25,000.00) (together, "Attorneys' Fees and Costs"); (2) Enhancement Award in an amount up to Ten Thousand Dollars ($10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars ($9,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Fifty Thousand Dollars ($150,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Penalties"). The PAGA Penalties will be distributed 75% ($112,500.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $37,500.00) will be distributed to PAGA Group Members ("PAGA Amount").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the actual weeks during the Class Period that each Class Member was employed by Defendant for at least one (1) day as an hourly-paid or non-exempt employee within California ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of 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 arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the 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 payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and ninety percent (90%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of taxes and withholdings due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes, including but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, on the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% share of the PAGA Penalties ("Individual PAGA Payment"), based on the number of PAGA Pay Periods of each PAGA Group Member during the PAGA Period. The Settlement Administrator has divided the 25% portion of the PAGA Penalties allocated to PAGA Group Members, i.e., $37,500.00, by the total number of PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period ("Total PAGA Workweeks") resulting in the PAGA Workweek Value and then multiplied each PAGA Group Member's individual PAGA Pay Periods during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment. (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an 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 Group Members at the address that is on file with the 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 Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant's Records

According to Defendant's records, you have been credited with «Class_WW» Workweeks during the Class Period, i.e., from January 26, 2018 through November 23, 2021.

According to Defendant's records, you have been credited with «PAGA_PP» PAGA Pay Periods during the PAGA Period, i.e., from November 1, 2022 through January 5, 2024.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of the Action, (b) is signed by you, (c) contains your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you is correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before February 1, 2025.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be «Class_Amt». 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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be «PAGA_Amt».

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims that he or she may have or had.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the State of California with respect to PAGA Group Members, and all PAGA Group Members will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of all Released PAGA Claims to the full extent permitted by law.

"Released Class Claims" means all claims arising out of the facts alleged, in the Class Complaint or that could have been alleged based on the factual allegations in the Class Complaint, arising during the Class Period, under federal, state, or local law or statute, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for: failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses, and violation of the California Business and Professions Code § 17200, *et seq*. based on the aforementioned.

"Released PAGA Claims" means any and all claims for civil penalties under California Labor Code section 2698, *et seq*. ("PAGA"), arising out of the facts alleged in the PAGA Notice and Operative Complaint, arising during the PAGA Period, for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 for failure to and Industrial Welfare Commission Wage Orders for failure to pay wages (including, *inter alia*, minimum, regular, and overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to provide a day of rest, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses.

"Released Parties" means Defendant and its present and former parent companies, partners, subsidiaries, divisions, shareholders, officers, directors, executive-level employees, partners, agents, attorneys, insurers, insurers, predecessors, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to $437,500.00, if the Maximum Settlement Amount remains $1,250,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars ($25,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Group Members 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 Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars ($10,000.00) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to their individual settlement payments 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 Nine Thousand Dollars ($9,000.00) ("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, Notice of Objections, 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 Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class 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, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Members, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Group Member, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. <u>Request Exclusion from the Class Settlement</u>

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you do not wish to be included in the Class Settlement, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked by **on or before** February 1, 2025**,** at the following address:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will 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 Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Group Members may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. <u>Object to the Class Settlement</u>

You can object to the terms of 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 or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) include the case name and number of the Action; (b) include your full name, signature address, telephone number, and last four digits of your Social Security number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach 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 the** February 1, 2025.

V. <u>FINAL APPROVAL HEARING</u>

The Court will hold a Final Approval Hearing in Division H of the Kern County Superior Court, located at the Metropolitan Division Justice Building, 1215 Truxton Ave., Bakersfield, California 93301, on **March 14, 2025, at 8:30 a.m.,** to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

Please visit the Court's website for the most up-to date information for any requirements that may apply for accessing Court facilities: https://www.kern.courts.ca.gov/.

VI. <u>ADDITIONAL INFORMATION</u>

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 for a fee by visiting the civil clerk's office, located at Metropolitan Division Justice Building, 1215 Truxton Ave., Bakersfield, California 93301, during regular business hours, or online by visiting the following website: https://odyprodportal.kern.courts.ca.gov/portalprod

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 ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Vance Coar. contra Hotel Equities Group, LLC
Tribunal Superior de California para el condado de Kern, Caso nº BCV-22-100229

LEA ATENTAMENTE ESTE AVISO DE CLASE.

Usted ha recibido este Aviso de Demanda Colectiva porque los registros del Demandado indican que usted puede ser elegible para tomar parte en el Acuerdo de Demanda Colectiva alcanzado en el caso arriba referenciado.

No es necesario que realice ninguna acción para recibir el pago del Acuerdo y, a menos que solicite ser excluido del Acuerdo colectivo, sus derechos legales pueden verse afectados.

Este Aviso Colectivo está diseñado para informarle de sus derechos y opciones, y de cómo puede solicitar ser excluido del Acuerdo colectivo, objetar al Acuerdo colectivo y/o disputar el número de Semanas Laborales que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha alcanzado un Acuerdo de Demanda Colectiva entre el Demandante Vance Coar ("Demandante") y el Demandado Hotel Equities Group, LLC ("Demandado") (Demandante y Demandado se denominan colectivamente las "Partes") en el caso titulado *Vance Coar contra Hotel Equities Group, LLC*, Tribunal Superior del Condado de Kern, Caso Nº BCV-22-100229 ("Demanda"), que puede afectar a sus derechos legales. El 17 de octubre de 2024, el Tribunal concedió la aprobación preliminar del Acuerdo y programó una audiencia para el 14 de marzo de 2025, a las 8:30 a.m., ("Audiencia de Aprobación Definitiva") para determinar si el Tribunal debe conceder o no la aprobación definitiva del Acuerdo.

I. DEFINICIONES IMPORTANTES

"**Clase**" significa todos los empleados actuales y anteriores pagados por hora o no exentos de la Demandada dentro del Estado de California empleados entre el 26 de enero de 2018 y el 23 de noviembre de 2021.

"**Miembro de la Clase**" significa un Miembro de la Clase.

"Periodo de la Demanda Colectiva" significa el periodo comprendido entre el 26 de enero de 2018 y el 23 de noviembre de 2021.

"**Acuerdo Colectivo**" significa el Acuerdo y la exoneración de las Reclamaciones Exoneradas de la Clase (descritas en la Sección III.D a continuación).

"**Miembros de la Clase PAGA**" significa todos los empleados actuales y anteriores pagados por hora o no exentos del Demandado dentro del Estado de California empleados entre el 1 de diciembre de 2022 y el 5 de enero de 2024.

"**Acuerdo PAGA**" significa el Acuerdo y la exoneración de las Reclamaciones Exoneradas PAGA (descritas en la Sección III.D a continuación).

"Periodo PAGA" significa el periodo comprendido entre el 1 de noviembre de 2022 y el 5 de enero de 2024.

II. ANTECEDENTES DE LA ACCIÓN

El 29 de julio de 2021, el Demandante Vance Coar presentó una Demanda Colectiva por Daños y Perjuicios contra el Demandado, en el Tribunal Superior del Condado de Kern, Caso nº BCV-22-100229 ("Demanda").

El 30 de noviembre de 2023, el Demandante notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral ("LWDA", por sus siglas en inglés) y al Demandado las disposiciones específicas del Código Laboral de California que sostiene que fueron violadas ("Notificación de la LWDA").

El 7 de mayo de 2024, el Demandante presentó una Primera Demanda Colectiva Enmendada por Daños y Perjuicios y Ejecución en virtud de la Ley General de Abogados Privados, Código Laboral de California § 2698, Y siguientes, ante el Tribunal Superior del Condado de Kern.

El Demandante alega que el Demandado no pagó correctamente los salarios mínimos y las horas extraordinarias, no proporcionó las pausas de comida y descanso reglamentarias y las primas asociadas, no pagó puntualmente los salarios durante el empleo y a la terminación del empleo y las sanciones por tiempo de espera asociadas, no proporcionó las declaraciones salariales de reclamación, no mantuvo los registros de nóminas requeridos y no reembolsó los gastos empresariales. Los Demandantes sostienen además que las supuestas violaciones constituyen prácticas comerciales desleales en violación del Código de Negocios y Profesiones de California sección 17200, *y siguientes*, y dan lugar a sanciones en virtud del Código Laboral de California sección 2698, *y siguientes* ("PAGA"). El Demandante solicita, entre otras cosas, la recuperación de los salarios impagados y las primas por períodos de comida y descanso, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega todas las alegaciones de la Acción o que haya infringido ley alguna.

Tras la investigación y el análisis de las reclamaciones, las Partes entablaron negociaciones de buena fe y en condiciones de igualdad y, como resultado, las Partes llegaron a un Acuerdo. Desde entonces, las Partes han suscrito una Estipulación Conjunta de Acción Colectiva y Acuerdo y Exoneración PAGA ("Acuerdo", "Acuerdo" o "Acuerdo de Conciliación").

El 17 de octubre de 2024, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a Phoenix Class Action Administration Solutions como administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante como representante de la Clase ("Representante de la Clase") y a los siguientes abogados como abogados de la Clase ("Abogados de la Clase"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers *for* Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Si usted es un Miembro Colectivo, no necesita realizar ninguna acción para recibir un Pago Individual de la Clase, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual de la Clase), objetar al Acuerdo Colectivo y/o disputar las Semanas Laborales que se le acrediten, si así lo desea, como se explica más detalladamente en las Secciones III y IV a continuación.

El Acuerdo representa un compromiso y un Acuerdo de reclamaciones muy disputadas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones en la Acción tienen fundamento o de que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros de la Clase o los Miembros de la Clase PAGA. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones planteadas en la Acción y sólo ha determinado que la certificación de la Clase a efectos del Acuerdo es apropiada en virtud de la legislación de California.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Acuerdo

El importe total del Acuerdo es de Un Millón Doscientos Cincuenta Mil Dólares ($1,250,000.00) (el "Importe Máximo del Acuerdo"). La porción del Monto Máximo del Acuerdo que está disponible para ser pagada a los Miembros de la Clase se denomina "Monto Neto del Acuerdo." El Importe Neto del Acuerdo será el Importe Máximo del Acuerdo, menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados a los Abogados de la Clase por un importe de hasta el treinta y cinco por ciento (35%) del Importe Máximo del Acuerdo (es decir $437,500.00 si el Monto Máximo del Acuerdo sigue siendo $1,250,000.00) y el reembolso de los costos y gastos de litigio incurridos por el Abogado de la Clase, por un monto que no exceda los Veinticinco Mil Dólares ($25,000.00) (en conjunto, "Honorarios y Costos de Abogados"); (2) Adjudicación de Mejora por un monto de hasta Diez Mil Dólares ($10,000.00) al Demandante por sus servicios en la Acción; (3) Costes de Administración del Acuerdo por una cantidad que no exceda los Nueve Mil Dólares ($9,000.00) al Administrador del Acuerdo; y (4) la cantidad de Ciento Cincuenta Mil Dólares ($150,000.00) destinada a sanciones civiles bajo la Ley General de Abogados Privados ("Sanciones PAGA"). Las Penalizaciones PAGA se distribuirán en un 75% ($112,500.00) a la LWDA ("Pago LWDA") y el 25% restante (es decir, $37,500.00) se distribuirá a los Miembros de la Clase PAGA ("Importe PAGA").

Los Miembros de la Clase tienen derecho a recibir el pago, en virtud del Acuerdo Colectivo, de su parte proporcional del Importe Neto del Acuerdo ("Parte Individual del Acuerdo") en función de las semanas reales durante el Periodo de la Clase en las que cada Miembro de la Clase estuvo empleado por el Demandado durante al menos un (1) día como empleado remunerado por horas o no exento dentro de California ("Semanas Laborales"). El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por el número total de Semanas Laborales de todos los Miembros de la Clase para obtener el "Valor Estimado de las Semanas Laborales" y ha multiplicado las Semanas Laborales individuales de cada Miembro de la Clase por el Valor Estimado de las Semanas Laborales para llegar a su Parte Individual del Acuerdo que puede tener derecho a recibir en virtud del Acuerdo (que se enumera en la Sección III.C más adelante). A los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y a tiempo ("Miembros de la Clase del Acuerdo") se les emitirá el pago de su Pago Individual de la Clase final.

Cada Pago Individual del Acuerdo se asignará como diez por ciento (10%) de salarios, que se informará en un Formulario W-2 del IRS, y noventa por ciento (90%) de multas, intereses y daños no salariales que se informarán en un Formulario 1099 del IRS. Cada pago de Acuerdo individual estará sujeto a una reducción por la parte de los impuestos y retenciones adeudados por el empleado sobre la porción salarial del pago de Acuerdo individual. La parte correspondiente al empleador de los impuestos sobre la nómina, incluidos, entre otros, los impuestos de Medicare, los impuestos de la Seguridad Social, los impuestos federales de desempleo, los impuestos estatales de seguro de desempleo y los impuestos de capacitación laboral, sobre la porción salarial de los Pagos Individuales del Acuerdo ("Impuestos del Empleador") serán pagados por el Demandado por separado y además del Monto Máximo del Acuerdo.

Los Miembros de la Clase PAGA tienen derecho a recibir el pago, en virtud del Acuerdo PAGA, de su parte *proporcional* del 25% de las Penalizaciones PAGA ("Pago PAGA Individual"), en función del número de Períodos de Pago PAGA de cada Miembro de la Clase PAGA durante el Período PAGA. El Administrador del Acuerdo ha dividido la porción del 25% de las Penalizaciones PAGA asignadas a los Miembros de la Clase PAGA, es decir, $37,500.00, por el número total de Períodos de Pago PAGA trabajados por todos los Miembros de la Clase PAGA durante el Período PAGA ("Semanas Laborales PAGA Totales") resultando en el Valor de la Semana Laboral PAGA y luego multiplicó los Períodos de Pago PAGA individuales de cada Miembro de la Clase PAGA durante el Período PAGA por el Valor de la Semana Laboral PAGA para obtener su Pago PAGA Individual. (que figura en la Sección III.C a continuación).

Cada Pago PAGA Individual se asignará como penalizaciones al cien por cien (100%), que se declararán en un formulario 1099 del IRS (si procede).

Si el Tribunal concede la aprobación definitiva del Acuerdo, los Pagos Individuales de la Clase se enviarán por correo a los Miembros de la Clase del Acuerdo y los Pagos PAGA Individuales se enviarán por correo a los Miembros de la Clase PAGA a la dirección que conste en los archivos del Administrador. **Si la dirección a la que se envió esta Notificación colectiva no es correcta, o si se muda después de recibir esta Notificación colectiva, debe proporcionar su dirección postal correcta al Administrador lo antes posible para garantizar la recepción del pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales y/o Períodos de Pago PAGA basados en los registros del Demandado

Según los registros del Demandado, a usted se le han acreditado «Class_WW» Semanas Laborales durante el Periodo de la Demanda Colectiva, es decir, desde el 26 de enero de 2018 hasta el 23 de noviembre de 2021.

Según los registros del Demandado, a usted se le han acreditado «PAGA_PP» Períodos de Pago PAGA durante el Período PAGA, es decir, desde el 1 de noviembre de 2022 hasta el 5 de enero de 2024.

Si desea impugnar las Semanas Laborales y/o Períodos de Pago PAGA que se le han acreditado, deberá presentar una impugnación por escrito que : (a) contenga el nombre del caso y el número de la Acción, (b) esté firmada por usted, (c) contenga su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su Número de Seguro Social, (d) indique claramente que usted disputa el número de Semanas Laborales y/o Períodos de Pago PAGA que se le acreditaron y lo que usted sostiene es el número correcto que se le debe acreditar, (e) incluya información y/o adjunte documentación que demuestre que el número de Semanas Laborales y/o Períodos de Pago PAGA que usted sostiene que se le deben acreditar es correcto, y (f) sea devuelta por correo al Administrador del Acuerdo a la dirección especificada, con matasellos del 1 de febrero de 2025 o anterior.

C. Su Estimación de Pago de Acuerdo Individual y/o Pago PAGA Individual

Tal y como se ha explicado anteriormente, la estimación de su Pago Individual de la Clase y/o Pago PAGA Individual se basa en el número de Semanas Laborales que se le acreditaron durante el Periodo de la Clase y/o Periodo PAGA.

Según los términos del Acuerdo, su parte del Acuerdo individual se estima en «Class_Amt». La Parte Individual del Acuerdo está sujeta a una reducción por la parte de impuestos y retenciones del empleado con respecto a la porción salarial de la Parte Individual del Acuerdo.

Según los términos del Acuerdo, su Pago PAGA Individual se estima en «PAGA_Amt».

El proceso de aprobación del Acuerdo puede llevar varios meses. Su Pago Individual del Acuerdo y/o Pago PAGA Individual (si procede) reflejado en esta Notificación Colectiva es sólo una estimación. Su Pago PAGA Individual y/o Pago PAGA Individual (si corresponde) real puede ser mayor o menor y los pagos sólo se distribuirán si el Tribunal otorga la aprobación final del Acuerdo y después de que el Acuerdo entre en vigencia.

D. Exoneración de reclamaciones

Tras la Fecha de Entrada en Vigor y la financiación completa del Importe Máximo del Acuerdo, se considerará que el Demandante y todos los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna (es decir, los Miembros de la Clase del Acuerdo) han liberado, transigido, transigido, renunciado y exonerado de forma completa, definitiva y para siempre a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas de la Clase que puedan tener o haber tenido.

A partir de la Fecha de Entrada en Vigor y de la financiación completa del Monto Máximo del Acuerdo, se considerará que la Demandante, el Estado de California con respecto a los Miembros de la Clase PAGA, y todos los Miembros de la Clase PAGA han liberado, acordado, transigido, renunciado y exonerado de forma completa, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Exoneradas PAGA en la medida en que lo permita la ley.

"Reclamaciones Exoneradas de la Clase" significa todas las reclamaciones que surjan de los hechos alegados, en la Demanda Colectiva o que podrían haberse alegado basándose en las alegaciones de hecho de la Demanda Colectiva, que surjan durante el Periodo de la Clase, bajo la ley o estatuto federal, estatal o local, incluyendo pero no limitándose a reclamaciones bajo el Código Laboral de California (incluyendo, *entre otros*, §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802), órdenes salariales de la Comisión de Bienestar Industrial de California, reglamentos y/u otras disposiciones legales, por: incumplimiento del pago de salarios (incluidos, *entre otros*, los salarios mínimos, regulares y por horas extraordinarias), incumplimiento de los periodos de comida y de las primas asociadas, incumplimiento de los periodos de descanso y de las primas asociadas, incumplimiento de las declaraciones salariales, incumplimiento del pago puntual de los salarios al finalizar la relación laboral, incumplimiento del pago de un día de descanso, incumplimiento del pago puntual de los salarios durante la relación laboral, incumplimiento del mantenimiento de los registros de nóminas requeridos e incumplimiento del reembolso de los gastos empresariales necesarios, y violación del Código de Empresas y Profesiones de California § 17200, *y siguientes* basándose en lo anterior.

"Reclamaciones Exoneradas de PAGA" se refiere a todas y cada una de las reclamaciones de sanciones civiles en virtud del artículo 2698 *y siguientes* del Código Laboral de California ("PAGA"), derivadas de los hechos alegados en la Notificación de PAGA y la Demanda Operativa, surgidas durante el Periodo PAGA, por infracciones de las secciones 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California por incumplimiento y órdenes salariales de la Comisión de Bienestar Industrial por incumplimiento en el pago de salarios (incluidos, *entre otros*, los salarios mínimos, regulares y por horas extraordinarias), incumplimiento en el cumplimiento de los periodos de comida y de la paga extra asociada, incumplimiento en el cumplimiento de los periodos de descanso y de la paga extra asociada, incumplimiento en el cumplimiento de las declaraciones salariales, incumplimiento en el pago puntual de los salarios al finalizar la relación laboral, incumplimiento en el pago de un día de descanso, incumplimiento en el pago puntual de los salarios durante la relación laboral, incumplimiento en el mantenimiento de los registros de nóminas requeridos e incumplimiento en el reembolso de los gastos empresariales necesarios.

"Partes exoneradas" significa el Demandado y sus empresas matrices actuales y anteriores, socios, subsidiarias, divisiones, accionistas, funcionarios, directores, empleados de nivel ejecutivo, socios, agentes, abogados, aseguradores, aseguradoras, predecesores, sucesores y cesionarios.

E. Honorarios de abogados y costas a los abogados de la Demanda Colectiva

Los Abogados de la Clase solicitarán honorarios de abogados por un importe de hasta el treinta y cinco por ciento (35%) del Importe máximo del Acuerdo (es decir, un importe de hasta $437,500.00, si el Importe máximo del Acuerdo sigue siendo de $1,250,000.00) y el reembolso de las costas y gastos del litigio por un importe de hasta veinticinco mil dólares ($25,000.00) (en conjunto, "Honorarios de abogados y costas"), sujeto a la aprobación del Tribunal. Los Honorarios y Costas de los Abogados concedidos por el Tribunal se pagarán con cargo al Importe Máximo del Acuerdo. Los Abogados de la Demanda Colectiva han estado llevando adelante la Demanda en nombre del Demandante, los Miembros de la Demanda Colectiva y los Miembros de la Clase PAGA sobre la base de honorarios condicionales (es decir, sin recibir ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Concesión de mejora a Demandante

El Demandante solicitará la cantidad de Diez Mil Dólares ($10,000.00) ("Adjudicación de Mejora"), en reconocimiento a sus servicios en relación con la Acción. La Compensación de Mejora se pagará con cargo al Importe Máximo del Acuerdo, sujeto a la aprobación del Tribunal, y si se concede, se pagará al Demandante además de sus pagos individuales del Acuerdo a los que tenga derecho en virtud del Acuerdo.

G. Costes de administración del Acuerdo al administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los Nueve Mil Dólares ($9,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del Acuerdo, incluidos, entre otros, los gastos de notificación del Acuerdo a los Miembros de la Clase, el procesamiento de las Solicitudes de Exclusión, la Notificación de Objeciones y las disputas de Semanas Laborales, el cálculo de las Participaciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos PAGA Individuales, y la distribución de pagos y formularios impositivos en virtud del Acuerdo, y se pagará con el Monto Máximo del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo Colectivo

Si desea participar en el Acuerdo Colectivo y recibir dinero de este, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual de la Clase a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo, estará obligado por los términos del Acuerdo Colectivo y la sentencia contemplada que el Tribunal dictará en base al mismo si el Tribunal concede la aprobación final del Acuerdo, y se considerará que ha exonerado las Reclamaciones Exoneradas de la Clase descritas en la Sección III.D anterior.

Si usted es un Miembro de la Clase PAGA, quedará automáticamente vinculado al Acuerdo PAGA y se le emitirá su Pago PAGA Individual.

Como Miembro de la Clase y/o Miembro de la Clase PAGA, usted no será responsable por separado del pago de los honorarios de abogados o de las costas y gastos del litigio, a menos que contraten a su propio abogado, en cuyo caso serán responsables de los honorarios y gastos de su propio abogado.

B. Solicitud de exclusión del Acuerdo Colectivo

Si no desea participar en el Acuerdo Colectivo, puede solicitar su exclusión del Acuerdo Colectivo presentando una solicitud por escrito ("Solicitud de Exclusión"), que deberá (a) contener el nombre del caso y el número de la Acción, (b) estar firmada por usted, (c) contener su nombre completo, dirección, número de teléfono y los cuatro últimos dígitos de su Número de la Seguridad Social, (d) indicar claramente que no desea ser incluido en el Acuerdo Colectivo, y (e) ser devuelta por correo al Administrador del Acuerdo a la dirección especificada**,** con matasellos no posterior al 1 de febrero de 2025**,** a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863

Si el Tribunal concede la aprobación definitiva del Acuerdo, cualquier Miembro de la Clase de Demandantes que no presente una Solicitud de exclusión válida y a tiempo no tendrá derecho a recibir un Pago Individual de la Clase del Acuerdo Colectivo, quedará vinculado por el Acuerdo Colectivo (y la exoneración de las Reclamaciones de la Clase Exoneradas descritas en la Sección III.D anterior) y no tendrá ningún derecho a objetar, apelar o comentar el Acuerdo Colectivo. Los Miembros de la Clase que no presenten una Solicitud de exclusión se considerarán Miembros de la Clase del Acuerdo y estarán obligados por todos los términos del Acuerdo, incluidos los relativos a la exoneración de las Reclamaciones colectivas exoneradas descritas en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal en base a los mismos. Sin embargo, en consonancia con la legislación aplicable, los Miembros de la Clase PAGA no podrán excluirse del Acuerdo PAGA, incluidos los relativos a la exoneración de las Reclamaciones PAGA Exoneradas descritas en la Sección III.D anterior, ni de cualquier sentencia que pueda dictar el Tribunal (en lo relativo al Acuerdo PAGA) si concede la aprobación definitiva del Acuerdo.

C. Objetar el Acuerdo Colectivo

Puede oponerse a los términos del Acuerdo Colectivo siempre que no haya presentado una Solicitud de Exclusión, presentando una objeción por escrito ("Notificación de Objeción") al Administrador del Acuerdo o presentando su objeción en la Audiencia de Aprobación Definitiva.

Una Notificación de Objeción debe: (a) incluir el nombre del caso y el número de la Acción; (b) incluir su nombre completo, dirección con su firma, número de teléfono y los cuatro últimos dígitos de su número de la Seguridad Social; (c) incluir una declaración escrita de todos los motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (d) adjuntar copias de todos los papeles, escritos u otros documentos en los que se base la objeción; y (e) devolverse por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B anterior, con matasellos del 1 de febrero de 2025 **o anterior**.

V. AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal celebrará una Audiencia de Aprobación Definitiva en la División H del Tribunal Superior del Condado de Kern, ubicado en el Edificio de Justicia de la División Metropolitana, 1215 Truxton Ave., Bakersfield, California 93301, el **14 de marzo de 2025, a las 8:30 a.m.,** para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y otorgue los honorarios y costos de los abogados a los Abogados de la Clase, la Concesión de mejora a la Demandante y los Costos de administración del Acuerdo al Administrador del Acuerdo.

Visite la página web del Tribunal para obtener la información más actualizada sobre los requisitos que puedan aplicarse para acceder a las instalaciones del Tribunal: https://www.kern.courts.ca.gov/.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de conciliación, debe revisar el Acuerdo de conciliación detallado y otros documentos que obran en los archivos del Tribunal.

Puede consultar el Acuerdo de conciliación y los demás documentos presentados en la Demanda, previo pago de una tasa, visitando la oficina del secretario civil, situada en Metropolitan Division Justice Building, 1215 Truxton Ave., Bakersfield, California 93301, durante el horario laboral habitual, o en línea visitando el siguiente sitio web: https://odyprodportal.kern.courts.ca.gov/portalprod.

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN RELATIVA A ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DE LA CLASE.

EXHIBIT B

CLASS ACTION ADMINISTRATION SOLUTIONS

November 13, 2024

CASE ASSUMPTIONS	
Class Members	626
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	620
Subtotal Admin Only	**$9,533.12**

Flat Fee Total **$9,000.00**

For 300 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Case: VC-Hotel Equities-0229, Opt-Out Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Yasmin Hosseini
Firm: Lawyers for Justice, PC
Contact Number: 818-Call Justice
Email: yasmin@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **300** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	1	$100.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	29	$58.00
NCOA (USPS)	$125.20	1	$125.20
		Total	**$583.20**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Language Translation	$1,000.00	1	$1,000.00
Data Merge & Duplication Scrub	$0.10	626	$62.60
Notice Packet & Opt-Out Form	$1.30	626	$813.80
Estimated Postage (up to 2 oz.)*	$0.84	626	$525.84
Static Website	$200.00	1	$200.00
		Total	**$2,802.24**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	94	$93.90
Remail Notice Packets	$1.00	91	$90.90
Estimated Postage	$0.87	91	$79.08
Programming Undeliverables	$50.00	2	$100.00
		Total	**$473.88**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	4	$220.00
Deficiency & Dispute Letters	$10.00	4	$40.00
Case Manager	$85.00	2	$170.00
		Total	**$780.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	4	$540.00
Mail Class Checks *	$0.80	620	$496.00
Estimated Postage	$0.64	620	$396.80
		Total	**$2,027.80**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$115.00	2	$230.00
Remail Checks (Postage Included)	$2.00	43	$86.00
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	3	$255.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	$1,300.00	1	$1,300.00
		Total	**$2,866.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$9,533.12**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.