

Exhibit 1 - Order Granting Preliminary Approval of Class Action and PAGA Settlement and Release

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(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

EXHIBIT 1

FILED

KERN COUNTY SUPERIOR COURT

12/05/2024

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
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BY Fogerson, Vickie
DEPUTY

Attorneys for Plaintiff

**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

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Complaint Filed: January 26, 2022
FAC Filed: May 7, 2024
Trial Date: None Set

1 This matter came before the Honorable Bernard C. Barmann, Jr., in Department H of the
2 Superior Court of the State of California, for the County of Kern, on October 17, 2024 at 8:30 a.m.
3 for Plaintiff Vance Coar's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA
4 Settlement. Lawyers *for* Justice, PC appeared as counsel for Plaintiff, individually and on behalf of
5 all others similarly situated and other aggrieved employees, and Jackson Lewis P.C. appeared as
6 counsel for Defendant Hotel Equities Group, LLC ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court previously approved the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "EXHIBIT 1" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on September 6,
15 2024. This is based on the Court's determination that the Settlement falls within the range of
16 possible approval as fair, adequate, and reasonable.

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

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

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1 4. The Court previously found that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, Settlement Administration Costs,
3 and payments to the Settlement Class Members and PAGA Group Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

20 6. The Court further conditionally certified, for settlement purposes only, the Class,
21 defined as follows:

22 All current and former hourly-paid or non-exempt employees of Defendant within
23 the State of California employed at any time during January 26, 2018 through
November 23, 2021.

24 7. The Court provisionally appoints Arby Aiwasian, Joanna Ghosh and Yasmin
25 Hosseini of Lawyers *for* Justice, PC ("Class Counsel") as counsel for the Class.

26 8. The Court provisionally appoints Plaintiff Vance Coar as the representative of the
27 Class ("Class Representative").

28 9. The Court provisionally appoints Phoenix Class Action Administration Solutions

1 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within fourteen (14) calendar days of the service of this Amended Order, Defendant
3 shall provide the Settlement Administrator with the following information about each Class
4 Member: full name, last known address, Social Security Number, start and end dates of employment
5 by Defendant during the Class Period (i.e., from January 26, 2018 through November 23, 2021) and
6 during the PAGA Period (i.e., from December 1, 2022 through January 5, 2024), the number of
7 PAGA Pay Periods worked for Defendant during that time period and information and data as
8 necessary to determine each Class Member’s Workweeks during the Class Period and each PAGA
9 Group Member’s PAGA Pay Periods during the PAGA Period (collectively referred to as the “Class
10 List”) in conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A**,” respectively. The Class Notice shall
13 be provided to Class Members in the manner set forth in the Settlement. The Court finds that the
14 Class Notice appears to fully and accurately inform the Class Members of all material elements of
15 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
16 Request for Exclusion, of Class Members’ and PAGA Group Members’ right to dispute the
17 Workweek(s) and/or PAGA Pay Periods credited to each of them, and of each Settlement Class
18 Member’s right and opportunity to object to the Class Settlement by submitting a Notice of
19 Objection. The Court further finds that distribution of the Class Notice substantially in the manner
20 and form set forth in the Settlement Agreement and this Amended Order, and that all other dates set
21 forth in the Settlement Agreement and this Amended Order, meet the requirements of due process
22 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders
23 the Settlement Administrator to mail the Class Notice to all Class Members within fourteen (14)
24 calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the
25 Settlement Agreement.

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
28 choose to be excluded from the Class Settlement by submitting a timely and valid written Request

for Exclusion no later than which is forty-five (45) calendar days from the initial mailing of the Class Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen (15) calendar days from the original deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement is prohibited from making any objections to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class Member worked during the PAGA Period, he or she will be a PAGA Group Member, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement regardless of whether he or she has submitted a timely and valid Request for Exclusion. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court. PAGA Group Members shall not be permitted to opt out of the PAGA Settlement.

13. A Final Approval Hearing shall be held before this Court on March 14, 2025 at 8:30 a.m. ~~or~~ _____, 2025 at _____ a.m./p.m. in Department H of the Superior Court of California for the County of Kern, located at 1415 Truxton Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Group Members; and determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalties, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalties, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration by February 20, 2025 ~~or~~ _____, 2025, to be

1 heard at the Final Approval Hearing.

2 15. To object to the Class Settlement in writing, Class Member who have not opted out
3 of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice
4 of Objection to the Settlement Administrator, by mail, on or before the Response Deadline or directly
5 present his or her objection orally to the Court at the Final Approval Hearing. The Notice of
6 Objection must be signed and must contain the information that is required, as set forth in the Class
7 Notice, including and not limited to the grounds for the objection.

8 16. The Settlement is not a concession or admission, and shall not be used against
9 Defendant as an admission or indication with respect to any claim of any fault or omission by
10 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
13 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
15 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
16 implementation, interpretation, or enforcement of the Settlement.

17 17. In the event the Settlement does not become effective in accordance with the terms
18 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
19 or fails to become effective for any reason, this Amended Order shall be rendered null and void,
20 shall be vacated, and the Parties shall revert back to their respective positions as of before entering
21 into the Settlement Agreement.

22 18. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
24 Members and retains jurisdiction to consider all further applications arising out of or connected with
25 the Settlement.

26 **IT IS SO ORDERED.**

27 Dated: December 5, 2024

By:


The Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

Signed: 12/5/2024 03:23 PM

EXHIBIT A

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 [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" 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 [Date of Preliminary Approval], 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 [REDACTED] 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 [REDACTED] 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 the **[Response Deadline]**.

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 \$ [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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

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. Request Exclusion from the Class Settlement

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 [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

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. Object to the Class Settlement

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 [Response Deadline]**.

V. FINAL APPROVAL HEARING

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 **[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 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. 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 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: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On December 13, 2024, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Robert D. Vogel
Robert.Vogel@jacksonlewis.com
JACKSON LEWIS P.C
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017

Audrey Olson Gardner
Audrey.Gardner@jacksonlewis.com
JACKSON LEWIS P.C.
150 Michigan Avenue, Suite 2500
Chicago, IL 60601

Attorneys for Defendant HOTEL EQUITIES GROUP, LLC

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses Listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 13, 2024, at Glendale, California.



Brenda Castillo