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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CAMILLE GUERIN and CAMILLE TORRES, individually and on behalf of others similarly situated, Plaintiffs, vs. O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC; and DOES 1 through 25, inclusive, Defendants.	Case No. 24STCV00784 [Consolidated with Case No. 24STCV00885] Honorable Elaine Lu Department 9 **DECLARATION OF JONATHAN PAUL OF XPAND LEGAL CONSULTING LLC, REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** Date: December 9, 2026 Time: 10:00 a.m. Department: 9 Complaint Filed: January 10, 2024 Trial Date: Not Set

I, Jonathan Paul, declare as follows:

1. I am the CEO at Xpand Legal ("Xpand"), a class action settlement administrator that has been retained by the parties to serve as the Settlement Administrator for the settlement in the above referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am not a party to this action. I am responsible for supervising the settlement services provided by Xpand for this matter. The facts set forth herein are true of my own personal knowledge and I am informed and believe them to be true. If called as a witness, I could and would competently testify thereto.

I. EXPERIENCE

2. Xpand specializes in class action notification and claims administration, including telephone support and web-based support, direct mail services, claims processing, and settlement fund distribution. Xpand has extensive experience in class action matters, having provided services in class actions ranging in size from 17 to 350,000 Class Members. Attached hereto as **Exhibit A** is a true and correct copy of Xpand's CV, reflecting our primary competencies as they relate to class action settlement administration.

II. OVERVIEW OF XPAND LEGAL'S RESPONSIBILITIES

3. Xpand's responsibilities in administering the settlement in this action to date have included the following: (a) Establishing a Qualified Settlement Fund ("QSF"); (b) Mailing the Class Notice to Class Members and Aggrieved Employees; (c) Securing a post office box to which Class Members and Aggrieved Employees can send Requests for Exclusions, written objections and/or challenge to Workweeks and/or Pay Periods; (d) Establishing a toll-free telephone number which provides Class Members and Aggrieved Employees with information about the proposed Settlement; and (e) Establishing and maintaining a settlement administration website, which provides Class Members and Aggrieved Employees with information about the proposed settlement and allows Class Members and Aggrieved Employees to view and to download settlement documents.

III. CLASS NOTICE

4. In accordance with the Settlement Agreement, one of Xpand's primary responsibilities was to cause the Class Notice to be mailed to all known Class Members and Aggrieved Employees by first-class mail.

5. On July 16, 2026, Class Counsel provided Xpand with the Court-approved content for the Class Notice.

6. On September 2, 2026, Xpand received from Defendant's counsel a file containing 350 records, which contained the Name, Phone Number, Email Address, Employee ID, Address, Social Security Number, and Number of Workweeks and Pay Periods for known Class Members and/or Aggrieved Employees ("Class Data"). The Class Data was uploaded to Xpand's database and checked for duplicates and other possible discrepancies. The Class Data identified 350 Class Members who worked 14,727 Workweeks and 167 Aggrieved Employees who worked 4,129 Pay Periods. Accordingly, the Escalator Clause was not triggered.

7. As part of the preparation for mailing, Xpand ran all 350 records with a mailing address through the National Change of Address database (NCOA), maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, Xpand updated all records prior to mailing 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.

8. On September 16, 2026, Xpand mailed a Class Notice in English and Spanish via U.S. First Class Mail to all 350 Class Members and Aggrieved Employees. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit B**.

9. As of the date of this declaration, 12 Class Notices have been returned as undeliverable without a forwarding address. These records were sent out for skip-tracing, and an updated address was received for 5 records. As such, 5 Class Notices were re-mailed, and 7 Class Notices remain undeliverable.

IV. CLAIMANT COMMUNICATION

10. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written communication from Class Members and Aggrieved Employees, including correspondence, Requests for Exclusion, written objections, and challenges to Workweeks and/or Pay Periods. The Response Deadline is October 31, 2026.

11. As of the date of this declaration, Xpand has not received any challenges to Workweeks and/or Pay Periods.

12. As of the date of this declaration, Xpand has not received any Requests for Exclusion.

13. As of the date of this declaration, Xpand has not received any written objections.

14. As of the date of this declaration, Xpand reports 350 Participating Class Members, constituting 100% of the Class, who worked 14,727 Workweeks during the Class Period.

V. TELEPHONE SUPPORT

15. Xpand established a toll-free number to allow Class Members and/or Aggrieved Employees to call our agents and ask any questions or request more information

16. On September 16, 2026, Xpand activated a toll-free number, 888-557-773, which allows Class Members and/or Aggrieved Employees to receive information and provide answers about the settlement, and allows Class Members to request a Class Notice.

17. As of September 30, 2026, Xpand received 0 phone calls.

VI. SETTLEMENT ADMINISTRATION WEBSITE

18. The settlement administration website, https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management, was activated on September 16, 2026. This website provides Class Members and/or Aggrieved Employees with general information about the proposed settlement, makes copies of Court documents and the mailed Class Notice available to Class Members and/or Aggrieved Employees in English and Spanish. Screenshots of the settlement website are attached hereto as **Exhibit C**.

VII. DISTRIBUTION CALCULATIONS

14. Pursuant to the Settlement Agreement, and subject to Court approval, Xpand will be deducting from the Gross Settlement Amount of $443,748.00, the GSA Credit in the amount

of $80,173.00, Class Counsel Fees Payment in the amount of $155,311.80, Class Counsel Litigation Expenses Payment in the amount not to exceed $30,000.00, Class Representative Service Payments in the amounts of $5,000.00 each, Administration Expenses Payment in an amount not to exceed $8,000.00, and the PAGA Penalties of $50,000.00, of which seventy-five percent (75%), or $37,500.00 will be paid out to the LWDA, and the remaining twenty-five percent (25%), or $12,500.00, will be paid to Aggrieved Employees. This will leave a Net Settlement Amount of $110,263.20, which will be distributed proportionally based on the number of Workweeks for all Class Members who do not opt out of the Class.

15. The estimated amount per Workweek is $7.49 and the estimated amount per Pay Period is $3.03. The average gross Individual Class Payment payable to a Participating Class Member is approximately $315.03. The highest gross Individual Class Payment payable to a Participating Class Member is approximately $1,886.76. The lowest gross Individual Class Payment payable to a Participating Class Member is approximately $7.48. The average Individual PAGA Payment to an Aggrieved Employee is approximately $35.71. The highest Individual PAGA Payment to an Aggrieved Employee is approximately $208.88. The lowest Individual PAGA Payment to an Aggrieved Employee is approximately $3.02.

16. Xpand's comprehensive fees and costs for administrating this Settlement, covering both incurred and anticipated expenses, amount to $8,000.00. Xpand will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Xpand to undertake. A copy of Xpand's quote is attached hereto as **Exhibit D**.

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

Dated: October 22, 2026



Jonathan Paul

EXHIBIT A

XPAND

ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.

XPAND

ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Cases the team has been involved in are:

- *Ramirez, et al. v. S&E Gourmet Cuts, Inc., Superior Court of California, County of San Bernardino*, Case No. CIVSB2201247
- *Johnson v Investment Concepts, Superior Court of California, County of San Diego,* Case No. 37-2022-00018300-CU-NP-CTL
- *Chavis v. Grocery Outlet, Superior Court of California, County of Sacramento,* Case No. 34-2021-00309003-CU-OE-GDS:
- *Janine Mireles v. Lodi Memorial Hospital Association, Inc. et al., Superior Court of California, County of San Joaquin,* Case No. STK-CV-UOE-2020-0004458
- *Busby v. Mission Loans, LLC, et al.*, *Superior Court of California, County of Los Angeles*, Case No. 23STCV07682
- *Barton v. United Development Group, Inc.*, *Superior Court of California*, *County of San Diego*, Case No. 37-2021-00039885-CU-OE-CTL
- *Fleschert v. Cedars-Sinai Medical Center*, *Superior Court of California, County of Los Angeles,* Case No. 19STCV05681
- *Cruz, et al. v. Los Compadres Restaurant, Inc.*, *Superior Court of California, County of Los Angeles,* Case No. 23STCV03673
- *Diaz v. New York Paving*
- *Bahramipour v. Citigroup Global Markets, Inc.*, Case No. C 04-4440 CW (N.D. Cal. Feb. 22, 2006)
- *Donohue v. AMN Services, LLC*, Case No. S253677, _P.3d ___, 2021 WL 728871 (Cal. Feb. 25, 2021)
- *Goddard, et al. v. Longs Drug Stores Corporation, et al.* Employee Overtime Litigation
- *Quintero v. Ready PAC Foods*, *Superior Court of California, County of Los Angeles,* Case No. 20STCV48608
- *Ramirez v. J.C. Penney Corporation*, Case No. 6:14-cv-00601-RWS-KNM
- *Cinthia Isabel Mojica et al. v Ready Pac Foods, Inc. et al.*, Case No. BC522170

- *Lopez; Blevins; and Giron, vs. MOTEL 6,* Case No.: 56-2020-00542312-CU-OE-VTA
- *In re iPod Cases*, Judicial Council Coordination Proceeding, *Superior Court of California, County of San Mateo*, Case No. 4355
- *Frank v. United Airlines, Inc.* (9th Cir. 2000) 216 F.3d 845
- *Archie v. UPS*
- *Prata v. Bank One, N.A., Superior Court of California, County of Los Angeles,* Case No. BC211961
- *Edell v. Bank of America,*
- *Big Lots Overtime Cases (Bonaime v. PNS Stores)* Employee Overtime Litigation
- *Albrecht v. Rite Aid Corporation*, *Superior Court of California*, *County of San Diego,* Case No. 729219
- *Nash v. Red Lobster, Superior Court of the State of California, County of Orange*
- *Nash v. Olive Garden, Superior Court of the State of California, County of Orange*
- Mass Tort: Several medical device and pharmaceutical cases, which are confidential.

EXHIBIT B

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Guerin and Torres vs. O&A Line Management, LLC, y los demás,
Tribunal Superior de Los Ángeles, casos nos. 24STCV00784 y 24STCV00885

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo detenidamente!
No es correo basura, spam, publicidad, ni una solicitud de un abogado. Usted no está siendo demandado/a.

Usted podría ser elegible para recibir dinero de las demandas colectivas y representativas tituladas Guerin y Torres vs. O&A Line Management, LLC, y los demás, casos nos. 24STCV00784 y 24STCV00885 del Tribunal Superior del Condado de Los Ángeles (en adelante, la "Demanda") contra O&A Line Management, LLC ("Demandado") por presuntas violaciones salariales y de horario laboral. La Demanda fue presentada por las exempleadas del Demandado, Camille Torres y Camille Guerin (juntas son las "Demandantes"), quienes trabajaron en O&A Line Management LLC y solicitan el pago de (1) salarios atrasados y otras compensaciones para los Miembros del Grupo y (2) sanciones bajo la Ley General de Fiscales Privados de California ("PAGA") para los Empleados Agraviados.

El "Grupo" o "Miembros del Grupo" son todos los empleados actuales y exempleados no exentos o pagados por hora que trabajaron para el Demandado en California en cualquier momento durante el Periodo de la Demanda.

El "Período de la Demanda" es el período entre el 10 de enero de 2020 y el 17 de junio de 2025.

Los "Empleados Agraviados" son todos los empleados actuales y exempleados no exentos o pagados por hora que trabajaron para el Demandado en California en cualquier momento durante el Periodo PAGA.

El "Período de PAGA" es el período entre el 12 de enero de 2023 y el 17 de junio de 2025.

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que obliga al Demandado a financiar los Pagos Individuales del Acuerdo, y (2) un Acuerdo PAGA que obliga al Demandado a financiar los Pagos Individuales PAGA y a pagar las multas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA").

Con base en los registros del Demandado, **su Pago Individual del Acuerdo se estima en $_____ (menos retenciones) y su Pago Individual PAGA se estima en $_____**. El monto real que reciba probablemente será diferente y dependerá de varios factores. (Si no se indica ningún monto para su Pago Individual PAGA, entonces, según los registros del Demandado, usted no tiene derecho a un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Período PAGA).

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se verán afectados independientemente de si actúa o no. Lea este Aviso detenidamente. Se considerará que lo ha leído y comprendido cabalmente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y sus abogados. El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y que exija a los Miembros del Grupo y a los Empleados Agraviados a renunciar a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si usted es un Miembro del Grupo y/o un Empleado Agraviado según lo especificado anteriormente durante el Período de la Demanda y/o el período PAGA, tiene dos opciones básicas bajo el Acuerdo:

(1) **Hacer nada.** No es necesario que haga algo para participar en el Acuerdo propuesto y ser elegible para un Pago Individual del Acuerdo y/o un Pago Individual de PAGA. Sin embargo, como Miembro Participante del Grupo, usted renunciará a su derecho a presentar reclamaciones salariales del Período de la Demanda y reclamaciones de penalización del Período PAGA contra el Demandado.

(2) **Excluirse del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (no participar) presentando una Solicitud de Exclusión por escrito o notificándoselo por escrito al Administrador. Si opta por no participar en el Acuerdo Colectivo, no recibirá un Pago Individual del Acuerdo. Sin embargo, usted conservará su derecho a presentar personalmente reclamaciones salariales por el Período de la Demanda contra el Demandado y, si usted es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA. No puede optar por excluirse de la parte PAGA del Acuerdo propuesto.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, usted será un Miembro Participante del Grupo, con derecho a un Pago Individual del Acuerdo y a un Pago Individual de PAGA (si corresponde). A cambio, usted renunciará a su derecho a presentar reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Exoneradas del Acuerdo).
Usted puede excluirse del Acuerdo Colectivo pero no del Acuerdo de PAGA **La fecha límite para excluirse es el 31 de octubre de 2026**	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por no participar en el Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante del Grupo y ya no tendrá derecho a un Pago Individual del Acuerdo. Los Miembros No Participantes del Grupo no pueden objetar ninguna parte del Acuerdo propuesto. Vea la Sección **6** de este Aviso. No puede optar por excluirse de la parte del Acuerdo propuesto correspondiente a la PAGA. El Demandado debe realizar los Pagos Individuales de PAGA a todos los Empleados Agraviados, y estos deben renunciar a su derecho a presentar las Reclamaciones de PAGA Exoneradas (definidas a continuación).
Los Miembros Participantes del Grupo pueden objetar el Acuerdo Colectivo, pero no el Acuerdo de PAGA **Las objeciones por escrito deben presentarse antes del 31 de octubre de 2026**	Todos los Miembros del Grupo que no presenten una solicitud de exclusión válida y oportuna ("Miembros Participantes del Grupo") pueden oponerse a cualquier aspecto del acuerdo colectivo. Vea la Sección **7** de este Aviso.
Puede participar en la Audiencia de Aprobación Final el 9 de diciembre de 2026	La Audiencia de Aprobación Final del Tribunal está programada para el 9 de diciembre de 2026 a las 10:00 a. m. No tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado de su propio bolsillo para que comparezca en su nombre), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes del Grupo pueden objetar verbalmente el Acuerdo colectivo durante la Audiencia de Aprobación Final. Vea la Sección **8** de este aviso.

Puede impugnar el cálculo de sus Semanas de Trabajo y/o Períodos de Pago **Las impugnaciones por escrito deben presentarse antes del 31 de octubre de 2026**	El monto de su Pago Individual del Acuerdo y Pago Individual PAGA (si corresponde) depende de cualquier semana durante la cual un Miembro del Grupo haya trabajado para el Demandado durante al menos un día durante el Período de la Demanda ("Semanas de Trabajo") y cualquier período de pago durante el cual un Empleado Agraviado haya trabajado para el Demandado durante al menos un día durante el Período PAGA ("Períodos de Pago"), respectivamente. El número de Semanas de Trabajo y de Períodos de Pago que usted trabajó según los registros del Demandado se indica en la Sección 4 de este Aviso. Si no está de acuerdo con alguno de estos números, debe impugnarlo(s) antes del **31 de octubre de 2026**. Vea la Sección **4** de este Aviso.

1. ¿DE QUÉ SE TRATA LA ACCIÓN?

Las Demandantes son exempleadas del Demandado O&A Line Management LLC. La Demanda alega que el Demandado violó las leyes laborales de California al no pagar horas extras, salario mínimo, salarios adeudados al finalizar la relación laboral y durante la misma, ni gastos comerciales reembolsables, además de no proporcionar períodos de alimentación, descansos, propinas, ni recibos de nómina detallados y precisos. Con base en estos mismos alegatos, las Demandantes también han presentado una demanda por sanciones civiles conforme a PAGA. Las Demandantes están representados por los abogados Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling Grupp Chang, P.J. Van Ert, Alexandra Rose y James S. Winn Jr., del bufete Blackstone Law, APC ("Abogados de la Demanda").

El Demandado niega categóricamente haber violado ley alguna o haber omitido el pago de salarios y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ QUIERE DECIR QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, el Tribunal no ha determinado si el Demandado o las Demandantes tienen razón en cuanto al fondo del asunto. Mientras tanto, ambas partes contrataron a un mediador neutral y con experiencia para intentar resolver la Demanda mediante la negociación de un acuerdo (resolver la Demanda) en lugar de continuar con el costoso y prolongado proceso judicial. Las negociaciones fueron exitosas. Al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordar solicitar conjuntamente al Tribunal que dicte sentencia para poner fin a la Demanda y hacer cumplir el Acuerdo, ambas partes negociaron un Acuerdo propuesto sujeto a la aprobación final del Tribunal. Ambas partes coinciden en que la propuesta de conciliación constituye un compromiso sobre las reclamaciones en disputa. Al aceptar resolver la Demanda, el Demandado no admite ninguna infracción, ni reconoce la validez de ninguna reclamación. Las Demandantes y sus abogados consideran firmemente que el Acuerdo es beneficioso para usted porque creen que: (1) el Demandado ha acordado pagar una cantidad justa, razonable y adecuada, teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio prolongado; y (2) el Acuerdo se da en el mejor interés de los Miembros del Grupo y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para su aprobación final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORANTES DEL ACUERDO PROPUESTO?

1. <u>El Demandando pagará $443.748 como "Monto Bruto del Acuerdo".</u> El Demandado ha acordado depositar el Monto Bruto del Acuerdo, menos $80.173 por pagos realizados previamente por el Demandado a los Miembros del Grupo y a los Empleados Agraviados ("Crédito GSA"), en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Monto Bruto del Acuerdo para realizar los Pagos Individuales del Acuerdo, los Pagos Individuales de PAGA, los pagos por servicios a los Representantes del Grupo, los honorarios de los Abogados de la Demanda, los gastos de litigio de los Abogados de la Demanda, los gastos administrativos y las sanciones de PAGA.

Asumiendo que el Tribunal otorgue la aprobación final, el Demandado depositará el Monto Bruto del Acuerdo, menos el Crédito GSA, dentro de los 60 días posteriores a la emisión de la Orden de Aprobación Final y la Sentencia por parte del Tribunal.

2. Deducciones del Monto Bruto del Acuerdo aprobadas por el Tribunal. En la Audiencia de Aprobación Final, las Demandantes y/o los Abogados de la Demanda solicitarán al Tribunal que apruebe las siguientes deducciones del Monto Bruto del Acuerdo, cuyos montos serán decididos por el Tribunal en la Audiencia de Aprobación Final:

    A. Hasta el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (actualmente estimado en $155.311,80) para los Abogados de la Demanda por concepto de honorarios; y hasta $30.000,00 para sus gastos de litigio. Hasta la fecha, los Abogados de la Demanda han trabajado y incurrido en gastos en la Demanda sin recibir remuneración.

    B. Hasta $5.000,00 para cada Demandante ($10.000,00 en total) como Pago por Servicios de Representación del Grupo por presentar la Demanda, trabajar con el Abogado de la Demanda y representar al Grupo. El Pago por Servicios de Representación del Grupo será el único dinero que las Demandantes recibirán, aparte del Pago Individual del Acuerdo y cualquier Pago Individual PAGA.

    C. Hasta $8.000,00 para el Administrador por los servicios de administración del Acuerdo.

    D. Hasta $50.000,00 para las sanciones de PAGA, asignando el 75% al pago de PAGA de LWDA y el 25% en Pagos Individuales de PAGA a los Empleados Agraviados según sus Períodos de Pago.

Los Miembros Participantes del Grupo tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Monto Neto del Acuerdo distribuido entre los Miembros Participantes del Grupo. Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, junto con la deducción del Crédito GSA, el Administrador distribuirá el resto del Monto Bruto del Acuerdo (el "Monto Neto del Acuerdo") mediante los Pagos Individuales del Acuerdo a los Miembros Participantes del Grupo, en función de su número de Semanas de Trabajo durante el Período de la Demanda.

4. Impuestos adeudados por los pagos a los Miembros Participantes del Grupo. Las Demandantes y el Demandado solicitan al tribunal que apruebe la asignación del 20 % del Pago Individual de cada Miembro Participante del Grupo a salarios imponibles ("Parte Salarial") y el 80 % a intereses y multas ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre la nómina del empleador correspondientes a la Parte Salarial. Los Pagos Individuales de PAGA se consideran multas, no salarios, a efectos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales del Acuerdo en los formularios 1099 del IRS.

    Aunque las Demandantes y el Demandado han acordado estas distribuciones, ninguna de las partes le está brindando a usted asesoramiento sobre si sus pagos son gravables o cuánto podría adeudar en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las multas e intereses por impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Debe consultar con un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar los Cheques del Pago prontamente. El anverso de cada cheque emitido para Pagos Individuales del Acuerdo y Pagos Individuales de PAGA indicará la fecha de vencimiento. Si no lo cobra antes de dicha fecha, el cheque se cancelará automáticamente y el dinero se depositará a su nombre en el Fondo de Bienes No Reclamados del Contralor de California.

Si el dinero representado por su cheque se envía al Fondo de Bienes No Reclamados del Contralor, consulte las normas del fondo para obtener instrucciones sobre cómo recuperarlo.

6. El Acuerdo propuesto será inválido si el Tribunal niega la aprobación final. Es posible que el Tribunal se niegue a otorgar la aprobación final del Acuerdo o a emitir una Orden y Sentencia de Aprobación Final. También es posible que el Tribunal emita una Orden y Sentencia de Aprobación Final que sea revocada en apelación. Las Demandantes y el Demandado han acordado que, en cualquier caso, el Acuerdo será inválido: el Demandado no pagará ninguna suma de dinero y los Miembros del Grupo no renunciarán a ninguna reclamación contra el Demandado.

7. Administrador. El Tribunal ha designado a una empresa neutral, Xpand Legal Consulting LLC (el "Administrador"), para que envíe este Aviso, calcule y realice los pagos, y tramite las Solicitudes de Exclusión y las objeciones por escrito de los Miembros del Grupo. El Administrador también resolverá las impugnaciones de los Miembros del Grupo sobre Semanas de Trabajo y/o Períodos de Pago, enviará por correo y reenviará los Cheques del Acuerdo y los formularios fiscales; y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección **9** de este Aviso.

8. Exoneración de los Miembros Participantes del Grupo. Después de que el Demandado haya financiado completamente el Monto Bruto del Acuerdo, menos el Crédito GSA, todos los Miembros Participantes del Grupo, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, liberan y eximen a las Partes Exoneradas de cualquier reclamo y/o teoría de responsabilidad que se haya alegado o pudiera haberse alegado o afirmado en la Demanda Operativa con base en cualquiera de los hechos alegados en la Demanda Operativa, incluyendo, pero no limitado a, reclamos por no pagar los salarios por horas extras, incluyendo no incluir remuneración adicional al calcular los salarios por horas extras, no proporcionar períodos de alimentación de conformidad con la ley o pago de primas del período de alimentación en lugar de los mismos; no autorizar, ni permitir períodos de descanso de conformidad con la ley o pago de primas por períodos de descanso en su lugar; no pagar los salarios mínimos y de tiempo normal; no realizar el pago oportuno de todos los salarios ganados y cheques de pago finales adeudados al momento de la separación del empleo; no pagar oportunamente los salarios durante el empleo; no proporcionar estados de cuenta de salarios completos y precisos, no mantener los registros de nómina requeridos, no reembolsar los gastos y costos necesarios relacionados con el negocio, no pagar todas las vacaciones y pagos por enfermedad acumulados y adquiridos, todas las reclamaciones bajo la § 17200 del Código de Negocios y Profesiones de California por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente, violaciones de las Órdenes Salariales Industriales de California que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente, así como cualquier sanción potencial (excluidas las sanciones PAGA), intereses u honorarios de abogados asociados con todas dichas causas de acción bajo la ley de California (colectivamente, las "Reclamaciones Colectivas Exoneradas"). Las Reclamaciones Colectivas Exoneradas incluirán reclamaciones que surjan en virtud de los artículos 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 y 2802 del Código Laboral de California**.**

9. Exoneración de los Empleados Agraviados. Después de que el Demandado haya financiado completamente el Monto Bruto del Acuerdo, menos el Crédito GSA, se considera que todos los Empleados Agraviados exoneran, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, a las Partes Exoneradas de cualquier reclamo y/o teoría de responsabilidad por sanciones civiles bajo PAGA que se hayan alegado o afirmado en la Demanda Operativa y el Aviso PAGA con base en cualquiera de los hechos alegados o afirmados en la Demanda Operativa y el Aviso PAGA, incluyendo, pero no limitado a, reclamos por no pagar los salarios por horas extras, incluyendo no incluir la remuneración adicional al calcular los salarios por horas extras; no proporcionar períodos de alimentación de conformidad con la ley o pagar primas por períodos de alimentación

en su lugar a la tasa de pago correcta; no autorizar, ni dar permiso para los períodos de descanso de conformidad con la ley o pago de primas por períodos de descanso en su lugar a la tasa de pago correcta; no pagar los salarios mínimos y de tiempo normal; no pagar oportunamente todos los salarios ganados y cheques de pago finales adeudados al momento de la terminación del empleo; no pagar oportunamente los salarios durante el empleo; no proporcionar estados de cuenta de salarios completos y precisos; no mantener los registros de nómina requeridos; no reembolsar los gastos y costos necesarios relacionados con el negocio; no pagar todas las vacaciones y pagos por enfermedad acumulados y adquiridos; violaciones de las Órdenes Salariales Industriales de California que podrían haberse basado en los hechos, reclamos, causas de acción o teorías legales descritas anteriormente (colectivamente, los "Reclamos PAGA Liberados"). Las Reclamaciones Exoneradas de PAGA incluirán reclamaciones de PAGA que surjan en virtud de o se basen en los artículos 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800 y 2802 del Código Laboral de California.

10. Partes Exoneradas. “Las Partes Exoneradas” se definen como el Demandado O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC, y cada una de sus filiales corporativas pasadas y presentes, matrices, subsidiarias, divisiones, entidades relacionadas, negocios desinvertidos y unidades de negocio, y los miembros del consejo de administración, directores, funcionarios, accionistas, propietarios, empleados, agentes, representantes, abogados, aseguradoras, predecesores, sucesores, cesionarios y/o cualquier otra persona que actúe en su nombre.

4. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

1. Pagos Individuales del Acuerdo. El Administrador calculará los Pagos Individuales del Acuerdo (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas de Trabajo laboradas por todos los Miembros Participantes del Grupo durante el Período de la Demanda y (b) multiplicando el resultado por el total de Semanas de Trabajo laboradas por cada Miembro Participante del Grupo durante el Período de la Demanda.

2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo el monto de la participación del 25% de los Empleados Agraviados en las Sanciones de PAGA ($12.500) por el número total de Períodos de Pago trabajados por todos los Empleados Agraviados durante el Período de PAGA, y (b) multiplicando el resultado por los Períodos de Pago trabajados por cada Empleado Agraviado durante el Período de PAGA.

3. Sus Semanas de Trabajo estimadas. Los registros del Demandado muestran que, desde el 10 de enero de 2020 hasta el 17 de junio de 2025 (es decir, el Período de la Demanda), **usted laboró _____ Semanas de Trabajo**.

4. Sus Periodos de Pago Estimados: Los registros del Demandado muestran que, desde el 12 de enero de 2023 hasta el 17 de junio de 2025 (es decir, el Periodo PAGA), **usted laboró ____ Periodos de Pago**.

5. Impugnación de las Semanas de Trabajo y/o Períodos de Pago. El número de Semanas de Trabajo que usted laboró durante el Período de la Demanda y el número de Períodos de Pago que laboró durante el período de PAGA, según consta en los registros del Demandado, se indican arriba. Tiene hasta el **31 de octubre de 2026** para impugnar el número de Semanas de Trabajo y/o Períodos de Pago que se le acreditan. Puede presentar su impugnación firmando y enviando una carta al Administrador por fax, correo postal o correo electrónico. La Sección **9** de este aviso contiene la información de contacto del Administrador.

   Usted debe respaldar su impugnación enviando copias de recibos de pago u otros documentos. El Administrador aceptará como correcto el cálculo de Semanas de Trabajo y/o Períodos de Pago realizado

por el Demandado con base en sus registros, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas de Trabajo y/o Períodos de Pago con base en su presentación y en la información proporcionada por los Abogados de la Demanda (quienes defenderán a los Miembros del Grupo) y el abogado del Demandado. La decisión del Administrador es definitiva. No puede apelar ni impugnar de ninguna otra manera su decisión final.

5. ¿CÓMO ME PAGARÁN?

1. Miembros Participantes del Grupo. El Administrador enviará, por correo postal estadounidense, un cheque único a cada Miembro Participante del Grupo (es decir, a cada Miembro del Grupo que no opte por excluirse), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual del Acuerdo y el Pago Individual PAGA.

2. Empleados Agraviados. El Administrador enviará, por correo postal estadounidense, un chque único con el Pago Individual de PAGA a cada Empleado Agraviado, incluyendo a aquellos que optaron por excluirse del Acuerdo Colectivo (es decir, cada Miembro No Participante del Grupo).

Su cheque será enviado a la misma dirección que figura en este Aviso. Si usted cambia de domicilio, notifique al Administrador lo antes posible. En la Sección 9 de este Aviso encontrará la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada (es decir, una Solicitud de Exclusión) con una simple declaración de que no desea participar en el Acuerdo Colectivo. El Administrador le excluirá en función de cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Guerin y Torres contra O&A Line Management, LLC, y los demás*, e incluir su información de identificación (nombre completo, dirección postal y dirección de correo electrónico o número de teléfono). Debe realizar la solicitud usted mismo/a. Si otra persona la realiza en su nombre, no será válida. **La solicitud de exclusión debe enviarse al Administrador antes del 31 de octubre de 2026; de lo contrario, no será válida**. La Sección **9** del Aviso contiene la información de contacto del Administrador.

No puede optar por excluirse de la parte del Acuerdo relativa a PAGA. Los Miembros del Grupo que se excluyan del Acuerdo Colectivo (Miembros No Participantes del Grupo) seguirán teniendo derecho a recibir pagos individuales de la PAGA y deberán renunciar a su derecho a presentar reclamaciones de la PAGA contra el Demandado con base en los hechos del período de la PAGA alegados en la Demanda.

7. ¿CÓMO OBJETO EL ACUERDO COLECTIVO?

Solo los Miembros Participantes del Grupo tienen derecho a oponerse al Acuerdo colectivo. Antes de decidir si objetar, usted puede consultar lo que las Demandantes y el demandado solicitan al tribunal. Al menos 16 días hábiles antes de la audiencia de aprobación final del **9 de diciembre de 2026**, los Abogados de la Demanda y/o las Demandantes presentarán ante el tribunal una moción de aprobación final, pago de honorarios de los Abogado de la Demanda, pago de gastos de litigio de los Abogado de la Demanda y pagos por servicios para las Representantes del Grupo que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo. Si usted lo solicita razonablemente, los Abogados de la Demanda (cuya información de contacto se encuentra en la Sección **9** de este Aviso) le enviará copias de estos documentos sin costo alguno. También puede consultarlos en el sitio web del Administrador https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management o en el sitio web del tribunal https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-accessnly.

Un Miembro Participante del Grupo que no esté de acuerdo con algún aspecto del Acuerdo Colectivo y/o la solicitud de aprobación final, el pago de honorarios de los Abogados de la Demanda, el pago de gastos de litigio de los Abogados de la Demanda y los pagos por servicios de las Representantes del Grupo, puede presentar una objeción, por ejemplo, alegando que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de la Demanda o las Demandantes son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al administrador es el 31 de octubre de 2026**. Asegúrese de indicar al Administrador qué objeta, por qué y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda, *Guerin y Torres contra O&A Line Management, LLC, y los demás*, e incluya su firma, nombre completo, dirección postal y dirección de correo electrónico o número de teléfono. La Sección **9** de este aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante del Grupo puede presentar una objeción verbalmente (o contratar personalmente a un abogado de su propio bolsillo para que la presente) asistiendo a la Audiencia de Aprobación Final, ya sea en persona o de forma remota, independientemente de si ha presentado una objeción por escrito. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Consulte la Sección **8** de este Aviso (inmediatamente más abajo) para obtener detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir, pero no es obligatorio, a la Audiencia de Aprobación Final el **9 de diciembre de 2026** a las 10:00 a. m. en el Departamento 9 del Tribunal Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Ángeles, California 90012. En dicha audiencia, el Juez decidirá si aprueba el Acuerdo y cuánto del Monto Bruto del Acuerdo se pagará a los Abogados de la Demanda, las Demandantes y el Administrador. El Tribunal invitará a los objetores, a los Abogados de la Demanda y a los Abogados de la Defensa a presentar comentarios antes de tomar cualquier decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Final. Le recomendamos consultar el sitio web del Administrador https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management con anticipación o comunicarse con los Abogados de la Demanda para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que el Demandado y las Demandantes se han comprometido a hacer conforme al Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Orden de Aprobación Final y la Sentencia, o cualquier otro documento del Acuerdo, es visitar el sitio web de Xpand Legal Consulting LLC en https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management.

También puede comunicarse por teléfono o correo electrónico con los Abogados de la Demanda o el Administrador utilizando la información de contacto que se indica a continuación. Además, puede consultar el sitio web del Tribunal Superior accediendo a (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) e ingresando los números de caso correspondientes: 24STCV00784 y 24STCV00885.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER MÁS INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Demanda:
Nombres de los abogados: Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling Grupp Chang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr.

Correos electrónicos: bdc@blackstonepc.com, dgruppchang@blackstonepc.com, pjvanert@blackstonepc.com), arose@blackstonepc.com, and jwinn@blackstonepc.com
Nombre del bufete: Blackstone Law, APC
Dirección postal: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211
Teléfono: (310) 622-4278

Administrador:
Nombre de la compañía: Xpand Legal Consulting LLC
Correo electrónico: classaction@xpandlegal.com
Dirección postal: PO Box 51570, Irvine, CA 92619
Teléfono: (888) 557-2773
Fax: (949) 996-7556

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que usted solicite el reemplazo antes de la fecha de vencimiento que figura en el cheque original. Si su cheque ya está vencido, deberá acudir al Fondo de Bienes No Reclamados de California para obtener sus fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal por cualquier otro motivo.

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Guerin and Torres v. O&A Line Management, LLC, et al.,
Los Angeles Superior Court, Case Nos. 24STCV00784 and 24STCV00885

The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from class and representative action lawsuits entitled *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles County Superior Court Case Nos. 24STCV00784 and 24STCV00885 (together, the "Action") against O&A Line Management, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Defendant's former employees Camille Torres and Camille Guerin (together, "Plaintiffs") who worked at O&A Line Management LLC and seek payment of (1) back wages and other relief for the Class Members and (2) penalties under the California Private Attorneys General Act ("PAGA") for the Aggrieved Employees.

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

The "Class Period" is the period from January 10, 2020, to June 17, 2025.

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

The "PAGA Period" is the period from January 12, 2023, to June 17, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you are a Class Member and/or Aggrieved Employee as specified above during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is October 31, 2026**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by October 31, 2026**	All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to any aspect of the Class Settlement. See Section **7** of this Notice.
You Can Participate in the December 9, 2026, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on December 9, 2026, at 10:00 a.m. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by October 31, 2026**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on any week during which a Class Member worked for Defendant for at least one day during the Class Period ("Workweeks") and any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("Pay Periods"), respectively. The number of Workweeks and Pay Periods you worked according to Defendant's records is stated in Section 4 of this Notice. If you disagree with either of these numbers, you must challenge it by **October 31, 2026**. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant O&A Line Management LLC. The Action alleges that Defendant violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and during employment, and reimbursable business expenses, and failing to provide meal periods, rest breaks, earned gratuities, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr. from Blackstone Law, APC ("Class Counsel")

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the cases by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $443,748 as the "Gross Settlement Amount". Defendant has agreed to deposit the Gross Settlement Amount, less $80,173 for payments previously made by Defendant to Class Members and Aggrieved Employees ("GSA Credit") into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and PAGA Penalties. Assuming the Court grants final approval, Defendant will fund the Gross Settlement Amount, less the GSA Credit, within 60 days after the Final Approval Order and Judgment is entered by the Court.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be $155,311.80) to Class Counsel for attorneys' fees and up to $30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

   B. Up to $5,000.00 each to Plaintiffs (total, $10,000.00) as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

   C. Up to $8,000.00 to the Administrator for services administering the Settlement.

   D. Up to $50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court along with deducting the GSA Credit, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.

4. Taxes Owed on Payments to Participating Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Class Member's Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Class Members will not release any claims against Defendant.

7. Administrator. The Court has appointed a neutral company, Xpand Legal Consulting LLC (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section **9** of this Notice.

8. Participating Class Members' Release. After Defendant has fully funded the Gross Settlement Amount, less the GSA Credit, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in the Operative Complaint based on any of the facts alleged in the Operative Complaint, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest or attorneys' fees associated with all of such causes of action under California law (collectively, the "Released Class Claims"). The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5,350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,1198.5, 1199, 2800, and 2802.

9. Aggrieved Employees' Release. After Defendant has fully funded the Gross Settlement Amount, less the GSA Credit, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims and/or theories of liability for civil penalties under PAGA that have been or could have been alleged or asserted in the Operative Complaint and PAGA Notice based on any of the facts alleged or asserted in the Operative Complaint and PAGA Notice, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof at the correct rate of pay; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof at the correct rate of pay, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released PAGA Claims"). The PAGA Released Claims shall include PAGA claims arising under or predicated on California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802.

10. Released Parties. "Released Parties" is defined as Defendant O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC, and each of their past and present corporate affiliates, parents, subsidiaries, divisions, related entities, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on their behalf.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total Workweeks worked by each Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period.

3. Your Estimated Workweeks. Defendant's records show that, from January 10, 2020, through June 17, 2025 (i.e., the Class Period), **you worked _____ Workweeks**.

4. Your Estimated Pay Periods. Defendant's records show that, from January 12, 2023, to June 17, 2025 (i.e., the PAGA Period), **you worked _____ Pay Periods**.

5. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated above. You have until **October 31, 2026,** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, mail, or email. Section **9** of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee including those who opt-out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter (i.e., Request for Exclusion) with a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Guerin and Torres v. O&A Line Management, LLC, et al.*, and include your identifying information (full name, mailing address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The request to the Administrator must be sent your Request for Exclusion by October 31, 2026, or it will be invalid.** Section **9** of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the **December 9, 2026**, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments that includes, among other things, the reasons why the proposed Settlement is fair. Upon reasonable request, Class Counsel (whose contact information is in Section **9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access.

A Participating Class Member who disagrees with any aspect of the Class Settlement and/or the Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is October 31, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Guerin and Torres v. O&A Line Management, LLC, et al.*, and include your signature, full name, mailing address, and email address or telephone number. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object orally (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing either in person or remotely regardless of whether you have submitted a written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **December 9, 2026**, at 10:00 a.m. in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the Judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Approval Order and Judgment, or any other Settlement documents is to go to Xpand Legal Consulting LLC's website at https://www.xpandlegalcase.com/guerin-and-torres-v-oa-line-management.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. Additionally, you can consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Numbers for the Action, Case No. 24STCV00784 and 24STCV00885.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorneys: Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr.
Email Addresses: bdc@blackstonepc.com, dgruppchang@blackstonepc.com, pjvanert@blackstonepc.com), arose@blackstonepc.com, and jwinn@blackstonepc.com
Name of Firm: Blackstone Law, APC
Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211
Telephone: (310) 622-4278

Administrator:
Name of Company: Xpand Legal Consulting LLC
Email Address: classaction@xpandlegal.com
Mailing Address: PO Box 51570, Irvine, CA 92619
Telephone: (888) 557-2773
Fax Number: (949) 996-7556

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have to visit the California Unclaimed Property Fund to obtain your funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT C

Guerin and Torres v. O&A Line Management, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CASE NO.: 24STCV00784 c/w 24STCV00885

CLASS ACTION & PAGA SETTLEMENT

Important Dates and Deadlines

Deadline to postmark any Opt-Out:	October 31, 2026
Deadline to postmark any Objection:	October 31, 2026
Final Approval Hearing:	**December 9, 2026, at 10:00 a.m.** in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012

Court Documents

Settlement Agreement

Motion for Preliminary Approval

Case Documents

Class Notice – English

Class Notice – Spanish

Contact Information

Guerin and Torres v. O&A Line Management, LLC Settlement Administrator

c/o Xpand Legal Consulting

PO Box 51570

Irvine, CA 92619

Email: classaction@xpandlegal.com

Telephone: (888) 557-2773

Fax: (949) 996-7556

EXHIBIT D

XPAND

Case Name:	**Juerin v Torres - Non Claims Made**
Date:	July 23, 2025
Client Name:	Andrea Gonzalez
Client Email:	
Xpand Contact:	Daniel Stone
Xpand Contact Email Address:	dan@xpandlegal.com
Xpand Contact Phone Number:	858.752.4576

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	337
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Claims Processing	No
Toll Free Telephone Support	Yes
Website	Yes
Spanish Translation	Yes
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	$125.00	1	$125.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$125.00	1	$125.00
NCOA (Includes CASS & LACS)	Flat Fee	$150.00	1	$150.00
Spanish Translation	Flat Fee	$750.00	1	$750.00
Toll Free Telephone Support	Flat Fee	$500.00	1	$500.00
Static Website	Flat Fee	$250.00	1	$250.00
			Total	**$1,900.00**

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

Notification

Service	Type	Cost Per Piece	Volume	Total
Print & Mail Notice Package	Per Piece	$1.50	337	$505.50
USPS First Class Mail - 1oz	Per Piece	$0.70	337	$235.90
Submission Processing (Claim Forms, Opt Outs, Disputes, Objections)	Hourly	$75.00	3	$225.00
Undeliverable Mail Processing	Per Piece	$3.00	34	$101.10
Address Trace Undeliverable Mail	Per Piece	$3.00	34	$101.10
Remail Notice Package (Undeliverable & Forwards)	Per Piece	$5.00	44	$219.05
			Total	**$1,387.65**

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$125.00	2	$250.00
Status Reporting (Ongoing & Final)	Hourly	$75.00	2	$150.00
Declaration (Final Approval & Payment)	Hourly	$125.00	2	$250.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$650.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$125.00	1	$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	1	$125.00
Print & Mail Payments	Per Piece	$1.75	337	$589.75
USPS First Class Mail - 1oz	Per Piece	$0.70	337	$235.90
Undeliverable Payment Processing	Per Piece	$5.00	34	$168.50
Remail Payments (Undeliverable & Forwards)	Per Piece	$5.00	44	$219.05
Tax ID Setup & Shutdown	Flat Fee	$250.00	1	$250.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$125.00	3	$375.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$75.00	3	$225.00
Process Remaining Funds	Flat Fee	$749.15	1	$749.15
			Total	**$3,062.35**

Total Case Cost - Flat Fee: $7,000.00

Terms & Conditions

All services to be provided by Xpand Legal Consulting LLC (hereinafter, "Xpand") to you (hereinafter, the "Client") shall besubject to the following terms and conditions (these "Terms and Conditions") of this Agreement:

1. **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as specified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and C onditions, this "Agreement"). The Services do not constitute legal services or advice.
2. **Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law, and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the method s, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control o f the Client in the performance of the Services, except as to the results to be achieved.
3. **Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third -party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses incurred related to corrective files due to voids and re -issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the ta xing authorities offset such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connecti on with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discoun ts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Fees:** Fees will be invoiced by Xpand and due and payable by the Client once the relevant payments are made to class members and cou nsel in accordance with direction from the court of the applicable case (the "Court"). If payment is not made in full within 30 days of the invoice date, penalty interest at a rate of .8333% per month (10% per year) on the amount past due may be imposed by Xpand. The Services are not pr ovided on a contingency fee basis. For the avoidance of doubt, decisions of the court and actions of the parties, including disapproval or withdrawal of the relevant settlement or case dismissal, do not affect the Client's obligation to Xpand for payment of Services.
5. **Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless against any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arisi ng out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and h andling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
6. **Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by the Client or another party to the action. In the event Xpand is notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to, within ten (10) business days of receipt of such notification, (1) provide legal representation at the Cl ient's expense to avoid such access, or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If the Client does not timely select its option, it shall be irrevocable deemed to have select option (2) and be obligated to reimburse Xpand in accordance therewith. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
7. **Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
8. **Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant c ase is no longer subject to appeal or review.
9. **Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such li ability.
10. **Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) m onths' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
11. **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail,postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) busin ess days after delivery to such courier service.
12. **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of Godor by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing by the relevant party's authorized representative.
14. **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any prov ision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such su it, action or proceeding in the Court.
15. **Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
16. **Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an exec uted counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as del ivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

Acceptance of Terms and Conditions

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.