Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle Ling GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr (Sate Bar No. 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs CAMILLE GUERIN and CAMILLE TORRES

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 JAMES S. WINN JR. IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: April 22, 2026 Time: 8:30 a.m. Department: 9 Complaint Filed: January 10, 2024 Trial Date: Not Set

DECLARATION OF JAMES S. WINN JR.

I, James S. Winn Jr., declare and state as follows:

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

2. I submit this declaration to supplement the Further Additional Declaration of James S. Winn Jr. in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on March 26, 2026.

3. A true and correct copy of the fully executed Second Amended Class Action and PAGA Settlement Agreement ("Second Amended Agreement") is attached here to as **Exhibit 1**.

4. In accordance with California Labor Code section 2699(1)(2), on April 8, 2026, a copy of the fully executed Second Amended Agreement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 2**.

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

Executed on April 8, 2026, at Tustin, California.

James Winn

James S. Winn Jr.

EXHIBIT 1

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Second Amended Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Camille Torres and Camille Guerin (collectively, "Plaintiffs") individually and on behalf of the Putative Class, the State of California, and the Aggrieved Employees, and Defendant O&A Line Management, LLC ("Defendant") The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or each individual Plaintiff or Defendant as a "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against defendants O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC, which are captioned:

1.1.1 *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles Superior Court, Case No. 24STCV00784 (the "Class Action").

1.1.2 *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles Superior Court, Case No. 24STCV00885 (the "PAGA Action").

1.2. "Administrator" means Xpand Legal Consulting LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Outstanding Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

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

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

1.6. "Class Counsel" means Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's full name, last-known mailing address, Social Security number, and number of Workweeks and Pay Periods.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members and Aggrieved Employees in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from January 10, 2020 through June 17, 2025.

1.12. “Class Representatives” means the named Plaintiffs Camille Torres and Camille Guerin.

1.13. “Class Representative Service Payment(s)” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles.

1.15. “Defendant” means and refers to O&A Line Management, LLC.

1.16. “Defense Counsel” means Shareef S. Farag, Nicholas D. Poper, and Matthew Eaton of Baker & Hostetler LLP.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Class Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Gross Settlement Amount” means the sum of the GSA Credit and the Outstanding Settlement Amount, and which is inclusive of all Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Expenses Payment.

1.21. "GSA Credit" means a credit of Eighty Thousand One Hundred Seventy-Three Dollars and Zero Cents ($80,173.00) for payments previously made by Defendant to Class Members and Aggrieved Employees which shall be subtracted from the Gross Settlement Amount.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court upon the Final Approval Order.

1.25. "LWDA" means the California Labor and Workforce Development Agency.

1.26. "LWDA PAGA Payment" means the payment to the LWDA of 75% of the PAGA Penalties pursuant to Labor Code section 2699(i).

1.27. "Net Settlement Amount" means the Gross Settlement Amount less the GSA Credit and less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Outstanding Settlement Amount" means Three Hundred Sixty-Three Thousand Five Hundred Seventy-Five Dollars and Zero Cents ($363,575.00), which is the total amount Defendant agrees to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement except as provided in Paragraph 9 below and excluding employer payroll taxes owed on the wage portion of the Individual Class Payments.

1.30. "PAGA" means the Private Attorneys General Act (Labor Code § 2698. *et seq*.).

1.31. "PAGA Period" means the period from January 12, 2023, to June 17, 2025.

1.32. "PAGA Notice" means Plaintiffs' November 7, 2023 letter (and any amendments thereto) to the LWDA and O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC, providing notice pursuant to Labor Code § 2699.3.

1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Outstanding Settlement Amount, allocated 25% to the Aggrieved Employees ($12,500.00) and 75% to the LWDA ($37,500.00) in settlement of PAGA claims.

1.34. "Pay Period(s)" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means Camille Torres and Camille Guerin.

1.37. "Preliminary Approval" and "Preliminary Approval Order" mean the Court's Order granting preliminary approval of the Settlement.

1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.40. "Released Parties" means 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.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the release of class action claims signed by the Class Member.

1.42. "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or Pay Periods. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the expiration of the Response Deadline.

1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44. "Workweek(s)" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On November 7, 2023, Plaintiffs submitted the PAGA Notice to the LWDA. Through the PAGA Notice, Plaintiffs indicated their intent to seek civil penalties against

Defendant on behalf of Plaintiffs and the Aggrieved Employees for alleged violations of the California Labor Code and California Wage Orders.

2.2. On January 10, 2024, Plaintiffs filed a purported Class Action Complaint for Damages against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC, alleging claims for: (1) unpaid minimum wages; (2) unpaid overtime; (3) meal break violations; (4) rest break violations; (5) failure to timely pay wages during employment; (6) conversion; (7) wage statement violations; (8) failure to timely pay wags at termination; (9) failure to reimburse business expenses; and (10) unfair competition in violation of California Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL"). On January 12, 2024, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC, seeking civil penalties based on substantially the same alleged Labor Code violations asserted in Plaintiffs' Class Complaint. The Court consolidated the Actions on July 29, 2024. The Parties agree that Plaintiffs will file a First Amended Class and Representative Action Complaint for Damages ("Operative Complaint").

2.3. On April 22, 2025, the Parties participated in an all-day mediation presided over by experienced mediator, Lynn Frank, which ultimately led to this Agreement to settle the Action. The Parties believe the Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at the Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel prior to its execution.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, information and documents regarding time and attendance, payment of wages and overtime, meal and rest periods, expense reimbursements, and the production of timekeeping and payroll data by Defendant in response to informal requests for purposes of mediation. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification as no motion for class certification has been filed in the Action.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. The Gross Settlement Amount is Four Hundred Forty-Three Thousand Seven Hundred Forty-Eight Dollars and Zero Cents ($443,748.00), which includes the GSA Credit ($80,173.00) for payments previously made by Defendant to Class Members and Aggrieved Employees and the Outstanding Settlement Amount ($363,575.00). Defendant has no obligation to pay the

Outstanding Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Outstanding Settlement Amount without asking or requiring Participating Class Members and Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Outstanding Settlement Amount. The Administrator will make and deduct the following payments from the Outstanding Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Five Thousand Dollars and Zero Cents ($5,000.00) to each Class Representative for their effort in bringing and prosecuting the Action, in addition to their Individual Class Payments and Individual PAGA Payments. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing or as otherwise ordered by the Court. If the Court approves an amount of Class Representative Service Payments that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $155,311.80 and a Class Counsel Litigation Expenses Payment representing Class Counsel's actual and reasonable litigation costs and expenses which is estimated to not exceed $30,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $8,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment less than $8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated 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.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000, with 75% ($37,500) allocated to the LWDA PAGA Payment and 25% ($12,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 21 days after Defense Counsel's receipt of the Preliminary Approval Order, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Outstanding Settlement Amount. Defendant shall fully fund the Outstanding Settlement Amount. including all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within 60 days of entry of the Final Approval Order.

4.3. Payments from the Outstanding Settlement Amount. Within 14 days after Defendant fully funds the Outstanding Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees and including those Aggrieved Employees for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National

Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.

4.3.3. For any Participating Class Member whose Individual Class Payment check or Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 (b).

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. <u>Plaintiffs' Release</u>. Plaintiffs, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, 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 any of the pleadings that have been filed in the Action, arising during the Class Period, including any claims and/or theories of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notices sent to the LWDA, 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, interest or attorneys' fees associated with all of such causes of action under California law and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 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.

5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiffs' Release only, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.3. Release by Participating Class Members: 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. The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 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.

5.4. <u>Release by Aggrieved Employees:</u> 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. 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, 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.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approval.

6.1 <u>Defendant's Declaration in Support of Preliminary Approval</u>. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 <u>Plaintiffs' Responsibilities</u>. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699 (f)(2); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents, including Plaintiffs' PAGA Notice, the Operative Complaint, and this Agreement; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their respective Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator and submitting copies of the Motion for Preliminary Approval of the Settlement to the LWDA before or on the same day that it is filed with the Court.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Defendant represents that the Class Members worked a total of approximately 15,997.30 Workweeks during the Class Period. In the event that the actual number of Workweeks worked by Class Members is greater than 15,997.30 Workweeks during the Class Period, then Defendant agrees to increase the Gross Settlement Amount on a proportional basis based on the workweek value of $30.01 per additional Workweek.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Consulting LLC to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal Consulting LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and Aggrieved Employee, and the number of Workweeks and Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Members' addresses using the National Change of Address database. The Class Notice shall be provided in English and Spanish.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after their respective receipt of Class Notice, or the Response Deadline in the Class Notice, whichever is later.

8.5 Class Members' Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline – *i.e.*, 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release of the Released Class Claims, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member and Aggrieved Employee shall have until the Response Deadline (plus an additional 14 days for Class Members and/or Aggrieved Employees whose Class Notice is re-mailed) to challenge the number of Workweeks and/or Pay Periods allocated to the Class Members and Aggrieved Employees in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member or Aggrieved Employee's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenge(s).

8.7 <u>Objections to Class Action Component of Settlement.</u>

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Participating Class Members may also choose to appear in Court (or hire an attorney to appear in Court at the Participating Class Member's own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 <u>Administrator Duties</u>. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 <u>Website, Email Address and Toll-Free Number.</u> The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 <u>Requests for Exclusion (Opt-outs) and Exclusion List</u>. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

8.8.3 <u>Weekly Reports</u>. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 <u>Workweek and/or Pay Period Challenges</u>. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 <u>Administrator's Declaration</u>. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 <u>Final Report by Settlement Administrator</u>. Within 10 days after the Administrator disburses all funds in the Outstanding Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7.5% of the Class, Defendant may, at its sole discretion, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all expenses of the Administrator incurred up to that time. Defendant must notify Class Counsel and the Court of its election to withdraw no later than 7 business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, or as otherwise ordered by the Court, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699 (l), a proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 <u>Response to Objections</u>. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 <u>Duty to Cooperate</u>. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 <u>Continuing Jurisdiction of the Court</u>. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in the Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant preliminary approval, final approval, or enter the Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel agree not to disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity until the Motion for Preliminary Approval of Settlement is filed, except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Furthermore, Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Mediator’s Privilege. The Parties agree that any and all disclosures and/or exchanges of information in anticipation of mediation and the Settlement shall be covered by the mediation privilege.

12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator’s obligation to provide a Declaration confirming the final pay out of all settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court’s discharge of the Administrator’s obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Jonathan M. Genish (*jgenish@blackstonepc.com*)
Barbara DuVan-Clarke (BDC@blackstonepc.com)
Danielle Ling GruppChang (dgruppchang@blackstonepc.com
P.J. Van Ert (pjvanert@blackstonepc.com)
Alexandra Rose (arose@blackstonepc.com)
James S. Winn Jr. (jwinn@blackstonepc.com)
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

To Defendant:

Shareef S. Farag (*sfarag@bakerlaw.com*)
Nicholas D. Poper (*npoper@bakerlaw.com*)
Matthew P. Eaton (*meaton@bakerlaw.com*)
BAKER & HOSTETLER, LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067
Telephone: (310) 820-8800
Facsimile: (310) 820-8859

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

APPROVAL AND EXECUTION BY PARTIES:

Date: 03/26/2026

Camille Torres

Camille Torres, Plaintiff

Date: 03/27/2026

Camille Guerin

Camille Guerin, Plaintiff

O&A Line Management, LLC, Defendant

Date:_______________

By:
Its:

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Date: March 27, 2026

Jonathan M. Genish
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
James S. Winn Jr.

Attorneys for Plaintiffs

BAKER & HOSTETLER LLP

Date:_______________

Shareef S. Farag
Nicholas D. Poper
Matthew P. Eaton

Attorneys for Defendant

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

APPROVAL AND EXECUTION BY PARTIES:

Date:______________________ ____________________________________
Camille Torres, Plaintiff

Date:______________________ ____________________________________
Camille Guerin, Plaintiff

O&A Line Management, LLC, Defendant

Date: 03/04/26

Josiah Citrin (Apr 3, 2026 12:48:01 PDT)

By: Josiah Citrin
Its: Managing member

APPROVED AS TO FORM:

BLACKSTONE LAW, APC

Date:______________________ ____________________________________
Jonathan M. Genish
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
James S. Winn Jr.

Attorneys for Plaintiffs

BAKER & HOSTETLER LLP

Date: 04/07/2026

Shareef S. Farag
Nicholas D. Poper
Matthew P. Eaton

Attorneys for Defendant

EXHIBIT A

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 ________**	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 ________**	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 ________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ________. 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**	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

Must be Submitted by ______________	stated in Section 4 of this Notice. If you disagree with either of these numbers, you must challenge it by ___________. 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. <u>Defendant Will Pay $443,748 as the "Gross Settlement Amount".</u> 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. <u>Court Approved Deductions from Gross Settlement Amount.</u> 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, 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/or PAGA Notice based on any of the facts alleged or asserted in the Operative Complaint and/or 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, 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 ______________ 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 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 ______________, 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 ______________ 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 __________________ 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 ______________**. 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 ___________ at ______ 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 ____________________________ 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 ____________. 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:
Mailing Address:
Telephone:
Fax Number:

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 2

Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>
Fecha Mié 8 Abr 2026 15:11
Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

04/08/2026 03:10:49 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/08/2026 03:10:49 PM your Proposed Settlement was successfully processed for case number LWDA-CM-992831-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On April 8, 2026, I served a copy of the following document(s):

- **DECLARATION OF JAMES S. WINN JR. IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

On the interested parties as follows:

Shareef S. Farag
sfarag@bakerlaw.com
Nicholas D. Poper
npoper@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Tel: (310) 820-8800 / Fax: (310) 820-8859

Attorneys for Defendants O & A LINE MANAGEMENT, LLC, CITRIN HOSPITALITY, INC., MCGA HOTELS LLC and MCGA HOTELS LA LLC

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a 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

☒ **BY ONLINE SUBMISSION:** The above-referenced 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(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 8, 2026 at Beverly Hills, California.

/s/ Ana Turcios
Ana Turcios