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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JESSICA MARIE JONES and AUNDRAE
ALLEN SOTO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

JSAK VICTORVILLE PARTNERS LP DBA
HILTON GARDEN INN VICTORVILLE., a
California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2327394

*[Assigned for All Purposes to the
Hon. Stephanie Tanada, Dept: S33]*

**FIRST AMENDED DECLARATION OF
JOHN G. YSLAS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 25, 2026

Time: 8:30 a.m.

Dept: S33

Complaint filed: October 30, 2023

FAC filed: June 2, 2025

Trial date: None

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Jessica Marie Jones and Aundrae Allen Soto (“Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On October 30, 2023, Plaintiffs filed this action as a putative class action against Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records, and (9) unfair business practices.

4. On January 16, 2024, Plaintiffs provided written notice to the LWDA and Defendant of their intention to file a PAGA claim. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiffs’ January 16, 2024 letter to the LWDA and Defendant. The LWDA did not notify Plaintiffs that it intended to investigate within 65 days of this written notice. Therefore, on October 2, 2024, Plaintiff filed a separate action alleging a claim under PAGA, Alameda County Superior Court, Case No. 24CV094411 (the “PAGA Action”).

5. On June 2, 2025, Plaintiffs filed a First Amended Complaint in the instant action incorporating Plaintiffs’ PAGA allegations. Thereafter, on June 11, 2025, Plaintiffs dismissed the PAGA Action pending in Alameda County Superior Court.

6. On December 4, 2024, the Parties participated in an all-day mediation presided over by mediator Russ Wunderli. The Parties, however, were unable to reach an agreement. Thereafter, on May 1, 2025, the Parties participated in a half-day mediation presided over by mediator Russ

1 Wunderli. The negotiations were adversarial, conducted at arm's length, and tempered by the
2 efforts of both sides to serve the interests of their clients. The Parties were able to reach a settlement
3 at the May 1, 2025 mediation.

4 7. The parties negotiated the terms of the Settlement over the next several months,
5 which was finalized in October 2025. The parties executed an Amendment to the Settlement
6 Agreement on February 26, 2026, which amends the PAGA Release to state with specificity the
7 claims being released. A true and correct copy of the fully executed Settlement Agreement and
8 Amendment are attached hereto as **Exhibit 1**. Attached thereto as **Exhibit A** is a true and correct
9 copy of the Parties' proposed Class Notice. Attached thereto as **Exhibit B** is a true and correct
10 copy of the Class Action Settlement Exclusion Form. Attached thereto as **Exhibit C** is a true and
11 correct copy of the Class Action Settlement Objection Form.

12 8. On November 5, 2025, Plaintiff submitted a copy of the Settlement Agreement to
13 the LWDA. A true and correct copy of the confirmation of submission my office received after
14 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 2**.

15 **Investigation and Exposure Analysis**

16 9. Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
17 applicable law, and potential defenses. Plaintiffs' Counsel assessed the value to the class claims
18 using the documents and data Defendant produced in informal discovery, including class data
19 providing the number of Class Members, the number of workweeks in the Class Period, and the
20 number of pay periods in the PAGA Period, Plaintiffs' personnel file, employment handbook and
21 policies, job descriptions, and a random sampling of time and payroll records. Plaintiffs' Counsel
22 engaged an expert to quantify the potential exposure using the time and payroll records, and then
23 assessed the risks associated with each claim meriting reductions in the likely success at class
24 certification and likely recovery at trial.

25 10. Defendant's records show that there are approximately 182 Class Members, making
26 joinder of all Class Members impracticable. Further, given the size and amount of each Class
27 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
28

1 because the out-of-pocket expenses and personal commitment necessary to litigate each claim
2 likely outweighs any potential recovery

3 11. Plaintiffs have alleged that Defendant maintained common employment policies
4 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
5 reimbursements for business expenses, accurate wage statements, and timely payment of wages
6 upon separation of employment. These allegations present common factual and legal questions of,
7 *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest
8 period, and reimbursement policies to all Class Members, whether these policies and practices
9 resulted in Labor Code violations, whether Defendant's conduct was intention, and whether Class
10 Members are entitled to damages and/or penalties. These common questions could be resolved
11 using Class Members' time records, payroll records, testimony from Defendant's designated
12 representative(s), and Class Members' testimony.

13 12. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks
14 at succeeding at class certification and through trial affected the valuation of the claims for
15 settlement purposes.

16 13. Minimum and Overtime Wages: Plaintiffs allege that Defendant failed to pay for all
17 hours worked, including minimum, straight time, and overtime wages, by requiring class members
18 to work off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-
19 case scenario for Plaintiffs' and the Class, I estimate that Defendant's maximum potential exposure
20 by assuming that all unpaid work time should have been paid at the overtime rate, and I assumed
21 that Defendant is liable for one hour of unpaid worktime per workweek. This results in an estimate
22 of approximately \$498,709.68 (18389 workweeks x \$18.08 hourly rate x 1.5 overtime rate x 1 hour
23 of unpaid work per workweek), but I applied a risk discount based on a 50% chance of succeeding
24 at class certification and a 40% chance of succeeding at trial on the merits because liability depends
25 on whether Defendant knew or should have known that class members were working off-the-clock,
26 yielding a realistic damage estimate of approximately \$99,741.94 (\$498,709.68 x 50% x 40%).

27 14. Meal Periods: With respect to the meal period claim, Plaintiffs allege that Defendant
28 required Plaintiffs and similarly situated class members to either work in lieu of taking meal

1 periods, or their meal periods were untimely or interrupted. My expert analyzed Defendant's
2 timekeeping records and found that approximately 69.9% of all meal break violations consisting
3 of short, late, or missed meal periods. Therefore, potential liability for the meal period claim is
4 approximately \$745,624.64 (58,999 shifts x \$18.08 hourly rate x 69.9% violation rate). After
5 taking into account the difficulty of certifying and proving meal period claims, as well as
6 Defendant's contention that the claim lacks merit and a 69.9% violation rate is unrealistic, I
7 discounted this figure based on a 40% chance of succeeding at class certification and a 40% chance
8 of succeeding at trial, yielding a realistic damage estimate of approximately \$119,299.94
9 (\$745,624.64 x 40% x 40%).

10 15. Rest Breaks: With respect to the rest period claim, Plaintiffs allege that Defendant
11 required them and similarly situated class members to work in lieu of taking rest periods, remain
12 on-call during their rest periods or their rest periods were interrupted. Assuming a 70% violation
13 rate for the class period based on Plaintiffs' and other class members' experience working for
14 Defendant, Defendant's potential liability for the rest period claim is approximately \$807,819.82
15 (63,829 shifts x \$18.08 hourly rate x 70% violation rate); however, I discounted this figure to
16 account for the difficulty of certifying and proving rest period claims, particularly because rest
17 periods do not have to be recorded, and to account for the possibility of Class Members voluntarily
18 choosing to forego a rest period. Because this claim would have relied exclusively on Class
19 Member testimony, I discounted this claim based on a 30% chance of succeeding at class
20 certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of
21 approximately \$72,703.78 (\$807,819.82 x 30% x 30%).

22 16. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
23 Defendant required Class Members to use their personal cellphones on a daily basis to
24 communicate with management. Additionally, employees were required to wear shirts with the
25 company logo, however, Defendant did not reimburse its employees for costs of laundering their
26 uniforms. Based on Plaintiffs' estimate that they incurred \$30 in unreimbursed expenses per month,
27 Plaintiffs' Counsel assumed each Class Member incurred \$30 in unreimbursed expenses per month
28 in calculating potential exposure to be approximately \$137,917.50 for this claim. However,

Defendant argued that these expenses were not required by Defendant, and that it could not have known that these expenses were being incurred. Accordingly, Plaintiffs' Counsel could not attribute any value to this claim in terms of settlement value.

17. Derivative Penalties: With respect to Plaintiffs' derivative claims for statutory and civil penalties, Plaintiffs estimated that Defendant's realistic potential liability is approximately \$1,408,751.04. Defendant's maximum potential liability for waiting time penalties is approximately \$647,951.04 (132 employees x \$18.08 hourly rate x 8 hours/day x 30 days) based on approximately 132 terminated class members during the 3-year statute of limitations period, approximately \$424,000.00 (106 employees x \$4,000 statutory maximum) for inaccurate wage statements based on approximately 106 class members who worked during the 1-year statute of limitations period, and approximately \$336,800 for PAGA violations based on the Court assessing a \$100 penalty for initial violations for all 3,368 pay periods within the PAGA period. In light of the foregoing, I believe that it would be unrealistic to expect the Court to award the full \$1,408,751.04 in penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be approximately \$502,805.85, such a disproportionate award would also raise due process concerns. As such, I discounted these figures to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$87,473.39 ($\$647,951.04 \times 45\% \times 30\%$) for waiting time penalty claims, approximately \$67,840.00 ($\$647,915.04 \times 40\% \times 40\%$) for wage statement penalty claims, and \$33,680.00 for PAGA penalties.

Plaintiffs' Counsel's Qualifications

18. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

19. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout

1 California.

2 20. WLF is qualified to handle this Litigation because its attorneys are experienced in
3 litigating Labor Code violations in both individual, class action, and representative action cases.
4 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
5 well as class actions involving consumer rights and data privacy litigation.

6 21. I graduated from the University of California, Santa Barbara with High Honors in
7 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
8 School in 1996.

9 22. Upon graduating from law school in 1996, I worked for a boutique law firm
10 practicing general litigation which included employment law matters. Since 2000 (that is, the last
11 23 years) my practice has been exclusively focused on labor and employment matters including
12 handling wage and hour class, collective and representative actions (including the California
13 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
14 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
15 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
16 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
17 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
18 a major leading role in defending employers on numerous wage and hour class, collective and
19 representative actions.

20 23. In 2022 I left Seyfarth Shaw and joined my current firm, WLF, to represent plaintiff
21 employees. I have been and am handling many wage and hour class and representative actions
22 litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District
23 Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the
24 resolution of many wage and hour class, collective, and representative actions. Just since last year
25 after joining WLF (and thus joining the plaintiff’s bar) I have already successfully mediated
26 matters in which I have been counsel or co-counsel resulting in over **\$225 million** in settlements
27 which are in the process of being finalized, and with numerous upcoming mediations scheduled.
28 In those and numerous other matters, I have managed and assisted with the litigation and settlement

1 of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as
2 those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed in
3 achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores v.*
4 *Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
5 verdict in favor of plaintiffs).

6 24. I have received numerous awards for my legal work. For example, from 2015 to
7 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
8 I have also served on numerous prominent boards and in other leadership positions, including
9 currently serving as Southern California Regional President for the Hispanic National Bar
10 Association and on the board of directors of the Mexican American Bar Foundation. I also
11 previously served on the 5-member Los Angeles Civil Service Commission, which generally
12 oversees the personnel decisions for the City of Angeles.

13 25. I have also published numerous blogs on labor and employment issues including on
14 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
15 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really
16 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
17 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
18 presenter involving the “Employment Law Update” at a National Employment Law Council
19 conference.

20 26. Jeffrey C. Bills (“Mr. Bills”) is an eleventh-year Senior Attorney at WLF. He
21 graduated from the University of Wisconsin–Madison with a Bachelor of Arts in Journalism and
22 German, and received his Juris Doctor from the University of California, Los Angeles School of
23 Law in 2014. During law school, Mr. Bills was a Senior Editor on the UCLA Law Review and an
24 Articles Editor on the Entertainment Law Review. Mr. Bills served as a Judicial Extern for the Hon.
25 Consuelo Bland Marshall in United States District Court for the Central District of California, and
26 also for the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of
27 California. Mr. Bills graduated ranked No. 7 in his graduating class from UCLA School of Law.
28 He was admitted to practice law in the State of California in 2014. Since graduating from law

1 school, he has focused his legal work primarily on employment matters, including wage-and-hour
2 class action and PAGA representative action litigation, and he has helped obtain dozens of
3 settlements on behalf California workers, as well as on behalf of California employers during his
4 years on the defense bar. Mr. Bils is a member of the Beverly Hills Bar Association (BHBA),
5 where he is a past member of the Board of Governors and a past Chair of the Labor & Employment
6 Law Section Executive Committee. He is also a member of the California Employment Lawyers
7 Association (CELA) and the Consumer Attorneys Association of Los Angeles (CAALA).

8 27. Aram Boyadjian (“Mr. Boyadjian”) *was* an associate attorney at WLF. He graduated
9 from the University of California, Los Angeles with a Bachelor of Arts in Political Science. Mr.
10 Boyadjian received his Juris Doctor from Loyola Law School. During law school, he was a member
11 of the student editorial board for the International and Comparative Law Review. Since being
12 admitted to practice law in California in January 2021, his practice has mainly been focused on
13 wage and hour class action litigation.

14 28. Andrew Sandoval (“Mr. Sandoval”) *was* an associate attorney at WLF. He
15 graduated from Azusa Pacific University with a Bachelor of Arts in Economics. Mr. Sandoval
16 received his Juris Doctor from Loyola Law School. During law school, he was a Vice-President of
17 La Raza de Loyola. Since being admitted to practice law in California in 2022, his practice has
18 mainly been focused on wage and hour class action litigation.

19 29. Emily Borman (“Ms. Borman”) is a Junior Partner at Wilshire Law Firm, PLC. She
20 was admitted to practice law in the State of California in May 2015. Ms. Borman graduated from
21 Cornell University with a Bachelor of Science in Development Sociology and a Minor in Applied
22 Economics and Management. While at Cornell she was inducted into the Alpha Kappa Delta
23 International Honor Society. Ms. Borman received her Juris Doctor from University of California
24 Law San Francisco (formerly UC Hastings). Since graduating, her practice has been in employment
25 law, including Plaintiff-side wage and hour cases. She has received numerous awards for her legal
26 work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising
27 Star.
28

1 30. My office requested several bids from experienced class action settlement
2 administrators to handle the responsibilities of the Settlement Administrator under this Settlement.
3 The Parties accepted the bid of APEX Class Action Administration (“APEX”). APEX has multiple
4 years of experience in the field of class action administration, particularly in the wage and hour
5 arena. In its bid, APEX estimated costs totaling \$6,990.00 if there are 182 class members. APEX’s
6 bid accounts for Notice in English and Spanish.

7 31. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
8 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
9 administrator, APEX. No one at Wilshire Law Firm, PLC has any actual or potential conflict of
10 interest with any class member.

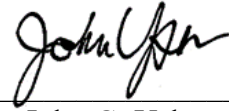
11 32. Plaintiff’s Counsel conducted a diligent and comprehensive search to determine
12 whether any related matters or other actions potentially affected by the proposed Settlement exist
13 in any jurisdiction. Specifically, Plaintiff’s Counsel reviewed the publicly available records
14 maintained by the LWDA to identify any PAGA notices submitted against Defendant during the
15 preceding five-year period; no such matters were identified other than the instant action. Counsel
16 further conducted a search of the Trellis Legal Intelligence database for any civil actions filed
17 against Defendant in any California state court within the past five years, which likewise revealed
18 no related or overlapping matters other than this Action. In addition, Plaintiff’s Counsel searched
19 the San Bernardino County Superior Court’s online case records without temporal limitation to
20 determine whether any actions had been filed against Defendant in that jurisdiction at any time,
21 and no related cases were identified apart from the instant Action. Based upon these diligent
22 searches conducted across relevant administrative and judicial forums, Wilshire Law Firm, PLC is
23 not aware of any other pending matters or court actions asserting claims that will be extinguished
24 or adversely affected by the proposed Settlement.

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

27 ///

28 ///

Executed on February 27, 2026 at Los Angeles, California.



John G. Yslas

EXHIBIT 1

EXHIBIT 1

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Partners LP dba Hilton Garden Inn Victorville

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JESSICA MARIE JONES and AUNDRAE
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JSAK VICTORVILLE PARTNERS LP DBA
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California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No. CIVSB2327394

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

*Assigned for all purposes to: Hon. Stephanie
Tanada Dept. S33*

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jessica Marie Jones and Aundrae Allen Soto (“Plaintiffs”) and Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiffs’ lawsuits alleging class action wage and hour violations against Defendant captioned *Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville*, San Bernardino County Superior Court, Case No. CIVSB2327394, filed on October 30, 2023.

1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross 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” means all current and former hourly, non-exempt employees employed by Defendant in the State of California during the PAGA Period.

1.5 “Class” means all current and former hourly, non-exempt employees who were employed by Defendant in the State of California during the Class Period.

1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam Nazaretyan of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third (1/3) of the GSA (currently \$166,666.67).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$25,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 “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.

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from May 5, 2019 through July 1, 2025 (“Settlement Class Period”).

1.14 “Class Representative(s)” means the named Plaintiffs Jessica Marie Jones and Aundrea Allen Soto in the Action.

1.15 “Class Representative Service Payment(s)” or “Enhancement Award(s)” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of San Bernardino.

1.17 “Defendant” means named Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville.

1.18 “Defense Counsel” means Gregory J. Hout of Law Offices of Gregory J. Hout.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; 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 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$500,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “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.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “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.

1.31 “Operative Class Complaint” means the operative class action complaint filed in the Action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from January 16, 2023 through July 1, 2025.

1.34 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35 “PAGA Notice” means Plaintiffs’ January 16, 2024 letter (LWDA-CM-1005104-24) to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” means Jessica Marie Jones and Aundrae Allen Soto, the named plaintiffs in the Action.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” means Defendant and Defendant’s officers, directors, employees and agents.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46 “Workweek” 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 October 30, 2023, Plaintiffs filed the class action alleging Defendant (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8) failed to produce requested employment records; and (9) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On January 16, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiffs gave notice to the LWDA and Defendant that Plaintiffs intended to proceed with a representative action under PAGA (LWDA-CM-1005104-24). On October 2, 2024, Plaintiffs filed the PAGA action alleging claims for penalties pursuant to Labor Code § 2699, *et seq.* On June 2, 2025, Plaintiffs filed a first amended complaint in the class action, adding the PAGA claims asserted in the PAGA action. Plaintiff will dismiss the separately filed PAGA Action without prejudice following the Court granting Preliminary Approval of the Class Action and PAGA Settlement Agreement.

2.2 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged in the Action.

2.3 On December 4, 2024, the Parties participated in an all-day mediation presided over by mediator Russ Wunderli. The Parties, however, were unable to reach an agreement. Thereafter, on May 1, 2025, the Parties participated in a half-day mediation presided over by mediator Russ Wunderli. With the help of Mr. Wunderli, the Parties were able to reach an agreement on general settlement terms at mediation and executed a Memorandum of Understanding thereafter.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

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 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay \$500,000.00 to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary.

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

3.2.1 To Plaintiffs: A payment for the Enhancement Award to Plaintiffs of not more than \$10,000.00 each, in addition to any Individual Class Payment and any Individual PAGA Payment

1 the Class Representatives are entitled to receive as a Participating Class Member. Defendant will
2 not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As
3 part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will
4 seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to
5 the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
6 Enhancement Award less than the amount requested, the Administrator will retain the remainder
7 in the Net Settlement Amount to be distributed to Participating Class Members. The
8 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full
9 responsibility and liability for employee taxes owed on the Enhancement Award.

10 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
11 of the GSA, which is currently estimated to be \$166,666.67 and a Class Counsel Litigation
12 Expenses Payment for actual costs. Defendant will not oppose requests for these payments.
13 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses
14 Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise
15 ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
16 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
17 remainder to the Net Settlement Amount for distribution to Participating Class Members.
18 Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising
19 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
20 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
21 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
22 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
23 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
24 from any dispute or controversy regarding any division or sharing of any of these Payments.

25 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
26 exceed \$6,990.00 except for a showing of good cause and as approved by the Court. To the extent
27 the Administration Costs are less or the Court approves payment of less than requested, the
28

Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is 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 each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is 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 the 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 Payment.

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 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) 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 (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 182 Class Members who collectively worked a total of 18,389 workweeks during the Class Period.

4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, 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 this 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 it discovers 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.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date. Defendant's share of payroll taxes will be paid from the Gross Settlement Amount.

4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the

Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the 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 (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (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 Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled 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 Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 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 Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Action; and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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.

5.2 **Released Class Claims:** All Participating Class Members will waive and release all wage and hour class claims asserted in the complaint filed in the Action or that could have been alleged

based on the factual allegations asserted in the complaint filed in the Action during the Class Period (collectively the “Released Class Claims”).

5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the LWDA and the PAGA claims included in the Action, or that could have been based on the facts asserted in the PAGA Notice and the PAGA claims included in the Action against Released Parties (collectively the “Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare 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, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming 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; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their 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.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary

1 Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the
2 Court, and deliver the Court's Preliminary Approval Order to the Administrator.

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
6 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
7 Preliminary Approval or conditions Preliminary Approval on any material change to this
8 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
9 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
10 otherwise satisfy the Court's concerns.

11 7. **SETTLEMENT ADMINISTRATION.**

12 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
13 Administration to serve as the Administrator and verified that, as a condition of appointment, the
14 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
15 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
16 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
17 Administrator other than a professional relationship arising out of prior experiences administering
18 settlements.

19 7.2 Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings and
21 providing reports to state and federal tax authorities.

22 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
24 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
25 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
26 to Participating Class Members.

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7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar 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.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (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 with Spanish translation 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 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar 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.

7.4.4 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 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 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

1 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
2 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
3 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
4 requiring them to exercise options under this Agreement not later than 14 days after receipt of
5 Class Notice, or the deadline dates in the Class Notice, whichever are later.

6 7.5 Requests for Exclusion (Opt-Outs).

7 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
9 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
10 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
11 Member or his/her representative that reasonably communicates the Class Member's election to
12 be excluded from the Settlement and includes the Class Member's name, address and email
13 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
14 or postmarked by the Response Deadline.

15 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
16 to contain all the information specified in the Class Notice. The Administrator shall accept any
17 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
18 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
19 determination shall be final and not appealable or otherwise susceptible to challenge. If the
20 Administrator has reason to question the authenticity of a Request for Exclusion, the
21 Administrator may demand additional proof of the Class Member's identity. The Administrator's
22 determination of authenticity shall be final and not appealable or otherwise susceptible to
23 challenge.

24 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
28 Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
8 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
10 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
11 may challenge the allocation by communicating with the Administrator via fax, email or mail.
12 The Administrator must encourage the challenging Class Member to submit supporting
13 documentation. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
18 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination of the challenges.

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment and/or Enhancement Award.

25 7.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

so not later than forty-five (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).

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

7.8 Administrator Duties. 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.

7.8.1 Website, Email Address and Toll-Free Number. 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 Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award; 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.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. 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.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member 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.

7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is 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 from Settlement 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.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross 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 fifteen (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.

8. **ESCALATOR CLAUSE**. Based on its records, Defendant represents there are 182 Class Members who collectively worked a total of 18,389 Workweeks during the Class Period. Should the Workweeks increase more than 15% (i.e. more than 2,759 workweeks), the GSA will increase on a proportional basis equal to the percentage increase in the number of Workweeks worked by

the Class Members above the 15% (for example, if the final number of total workweeks increases by 16%, the GSA will increase 1%).

9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled 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, subd. (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 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.

9.1 **Response to Objections.** 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 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 **Duty to Cooperate.** 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 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 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of 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.

9.4 **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 as set forth in this 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.

9.5 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 Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award 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.

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

11. **ADDITIONAL PROVISIONS.**

11.1 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 Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by

1 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class
2 certification and representative treatment is for purposes of this Settlement only. If, for any
3 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
4 reserves the right to contest certification of any class for any reason, Defendant reserves all
5 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
6 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
7 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
8 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
9 Settlement and this Agreement).

10 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
12 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
13 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
14 or indirectly, specifically or generally, to any person, corporation, association, government
15 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
16 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
17 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
18 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
19 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
20 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense
21 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
22 communication, before the filing of the Motion for Preliminary Approval, with any third party
23 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
24 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
25 communications with Class Members in accordance with Class Counsel's ethical obligations
26 owed to Class Members.

27 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
28 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal

1 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
2 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
3 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

4 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
5 together with its attached exhibits shall constitute the entire agreement between the Parties
6 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
7 inducements made to or by any Party.

8 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
9 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
10 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
11 its terms, and to execute any other documents reasonably required to effectuate the terms of this
12 Agreement including any amendments to this Agreement.

13 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
14 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
15 Settlement Agreement, submitting supplemental evidence and supplementing points and
16 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
17 or content of any document necessary to implement the Settlement, or on any modification of the
18 Agreement that may become necessary to implement the Settlement, the Parties will seek the
19 assistance of a mediator and/or the Court for resolution.

20 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
23 action, or right released and discharged by the Party in this Settlement.

24 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
26 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
27 Part 10, as amended) or otherwise.
28

11.9 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.

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

11.11 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.

11.12 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.

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

11.14 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.

11.15 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.

11.16 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:

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan

1 harry.erganyan@wilshirelawfirm.com
2 Mariam Nazaretyan
3 mariam.nazaretyan@wilshirelawfirm.com
4 **WILSHIRE LAW FIRM**
5 660 S. Figueroa St., Sky Lobby
6 Los Angeles, California 90017
7 Telephone: (213) 381-9988
8 Facsimile: (213) 381-9989

9 To Defendant:

10 Gregory J. Hout, Esq.
11 Law Offices of GREGORY J. HOUT
12 12396 World Trade Drive, Suite 206
13 San Diego, CA 92128
14 ghout@houtlaw.com
15 (858) 946-6658 fax (858) 946-6659

16 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts
17 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
18 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
19 one and the same instrument if counsel for the Parties will exchange between themselves signed
20 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
21 contents of this Agreement.

22 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
24 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
25 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

26 11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
27 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664, and that it shall be
28 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
might apply under federal or state law. The Parties further agree and intend that the San
Bernardino County Superior Court may enforce this Agreement pursuant to Code of Civil
Procedure § 664.6.

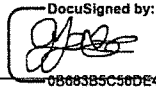
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IT IS SO AGREED.

By the Parties:

DATED: 10/1/2025

DocuSigned by:

0888385C58DE415...

Plaintiff Jessica Marie Jones

DATED: 10/1/2025

Signed by:

8E9854E71DF04F6...

Plaintiff Aundrae Allen Soto

DATED: 10/10/2025



Defendant JSAK Victorville Partners LP dba Hilton Garden
Inn Victorville

By: HEMANT CHHATRALA

Position: _____

Approved by counsel:

DATED: 10/1/2025

WILSHIRE LAW FIRM

BY: 

John G. Yslas

Diego Aviles

Counsel for Plaintiffs Jessica Marie Jones and Aundrae
Allen Soto

///

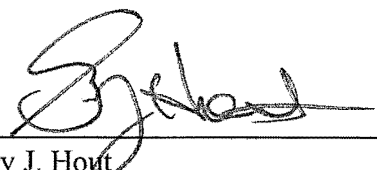
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DATED: 10/13/25

LAW OFFICES OF GREGORY J. HOUT

BY: 

Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Subject to court approval, this amendment is made to the Class Action and PAGA Settlement Agreement (“Agreement”) entered into by and between Plaintiffs Jessica Marie Jones and Aundrae Allen Soto (“Plaintiffs”) and Defendant JSAC Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as a “Party.”

The Parties agree to replace Section 5.3 of the Settlement Agreement as follows:

5.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the LWDA and the PAGA claims included in the Action, or that could have been based on the facts asserted in the PAGA Notice and the PAGA claims included in the Action against Released Parties, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, failure to produce employment records, failure to provide proper sick leave and supplemental paid sick leave, failure to pay vested vacation and/or paid time off; failure to provide suitable seating, and claims under the following statutes: California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247, 248, 248.5, 2699, 2802, 432, 432.5, 432.7, 510, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 3366, 3457, 6401, 8397.4., and the applicable IWC Wage Order(s) (collectively the “Released PAGA Claims”).

SIGNATURES

I have read this Amendment to the Agreement and agree to its terms.

By the Parties:

DATED: 2/26/2026

DocuSigned by:

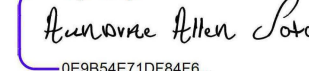


0B683B5C58DF415

Plaintiff Jessica Marie Jones

DATED: 2/26/2026

Signed by:



0F9B54F71DF84F6

Plaintiff Aundrae Allen Soto

DATED: _____

Defendant JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

By: _____

Position: _____

Approved by counsel:

DATED: 2/26/2026

WILSHIRE LAW FIRM



By: _____

John G. Yslas
Diego Aviles
Counsel for Plaintiffs Jessica Marie Jones and
Aundrae Allen Soto

DATED: _____

LAW OFFICES OF GREGORY J. HOUT

BY: _____

Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

DATED: 02/25/2026

VIKRAM PATEL
Defendant JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

By: [Signature]
Position: (Member)

Approved by counsel:

DATED: _____

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Diego Aviles
Counsel for Plaintiffs Jessica Marie Jones and
Aundrae Allen Soto

DATED: 2/26/26

LAW OFFICES OF GREGORY J. HOUT

BY: [Signature]
Gregory J. Hout
Counsel for JSAK Victorville Partners LP dba Hilton
Garden Inn Victorville

EXHIBIT A

EXHIBIT A

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

*Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville,
San Bernardino County Superior Court, Case No. CIVSB2327394*

***The San Bernardino County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Action”) against JSAK Victorville Partners LP dba Hilton Garden Inn Victorville (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees, Jessica Marie Jones and Aundrae Allen Soto, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (May 5, 2019 to July 1, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (January 16, 2023 to July 1, 2025) (“Aggrieved Employees”).

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 PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY.** You will be deemed to have 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 (“Class Counsel”). 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant JSAK Victorville Partners LP dba Hilton Garden Inn Victorville at some point(s) between May 5, 2019 through July 1, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is January 16, 2023 through July 1, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Bernardino County Superior Court. The case is titled *Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville*, Case No.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

CIVSB2327394. The persons who sued, Jessica Marie Jones and Aundrae Allen Soto, are the Plaintiffs, and the company sued, JSAK Victorville Partners LP dba Hilton Garden Inn Victorville, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiffs' claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe Plaintiffs would win at trial. Defendant thinks that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who were employed by Defendant in State of California at any time from May 5, 2019 through July 1, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$500,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$166,666.67 and reimbursement for reasonable costs; Enhancement Award of \$10,000.00 each to the Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$6,990.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (May 5, 2019 to July 1, 2025). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from January 16, 2023 to July 1, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 37 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's officers, directors, employees, and agents ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” shall include all wage and hour claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Action during the Class Period against the Released Parties.

Released PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiffs’ PAGA Notice to the LWDA and the PAGA claims included in the Action, or that could have been based on the facts asserted in the PAGA Notice and the PAGA claims included in the Action against Released Parties, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, failure to produce employment records, failure to provide proper sick leave and supplemental paid sick leave, failure to pay vested vacation and/or paid time off; failure to provide suitable seating, and claims under the following statutes: California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 247, 248, 248.5, 2699, 2802, 432, 432.5, 432.7, 510, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 3366, 3457, 6401, 8397.4., and the applicable IWC Wage Order(s).

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville. Settlement
XXXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (January 16, 2023 through July 1, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude

yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
diego.aviles@wilshirelawfirm.com
Harry Erganyan
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$166,666.67 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$25,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiffs Jessica Marie Jones and Aundrae Allen Soto in the amount of \$10,000.00 each, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2025, at the following address:

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville Settlement

[REDACTED]

City, State, [REDACTED]

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department S33 of the San Bernardino County Superior Court (San Bernardino Justice Center) located at 247 West Third Street, San Bernardino, California 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administration by calling toll free 1-800-XXXX, or you can write to the Administrator at the following address:

Apex Class Action Administration
JSAK Victorville Partners LP dba Hilton Garden Inn Victorville Settlement

XXXXXX

City, State, XXXXX

Email:

Fax

PLEASE DO NOT TELEPHONE THE COURT OR JSAK VICTORVILLE PARTNERS LP DBA HILTON GARDEN INN VICTORVILLE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT B

EXHIBIT B

***Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville
Case No. CIVSB2327394***

**Class Action Settlement
Exclusion Form**

COMPLETE THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

DEADLINE: The exclusion form must be postmarked on or before <<DATE>>. You must mail the form to:

Apex Class Action Administration

XXXXXX

City, State, XXXXX

By completing this form, you are opting out and excluding yourself from the Class Settlement. You will retain any right you may have to sue JSAK Victorville Partners LP dba Hilton Garden Inn Victorville for the claims involved in the Class Settlement. However, you will not be able to file a claim, object, or receive money or benefits from the Class Settlement. Exclusion from the Class Settlement will not result in exclusion from any PAGA settlement.

Instructions: Fill out each section of this form and sign where indicated. You must fill out each section that is marked with an asterisk.

Name*: _____
First Name M.I. Last Name **

Street Address*: _____

City*: _____

State*: _____ **Zip Code*:** _____

Email Address: _____

Phone Number*: _____

By signing this Exclusion Request Form, I hereby opt out of the Class Settlement and understand that I will have no right to receive any money or benefits under the Class Settlement in this case, and I will have no right to object to the Class Settlement and be heard at the Final Approval Hearing.

Signature*: _____ **Printed Name*:** _____

Dated*: _____

EXHIBIT C

EXHIBIT C

***Jessica Marie Jones, et al. v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville
Case No. CIVSB2327394***

**Class Action Settlement
Objection Form**

COMPLETE THIS FORM IF YOU WISH TO OBJECT TO THE SETTLEMENT.

DEADLINE: The objection form must be postmarked on or before <<DATE>>. You must mail the form to:

Apex Class Action Administration

XXXXXX

City, State, XXXXX

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. You may, but are not required to, appear at the Final Approval Hearing and verbally state your objection.

Instructions: Fill out each section of this form and sign where indicated. You must fill out each section that is marked with an asterisk.

Name*: _____
First Name M.I. Last Name **

Street Address*: _____

City*: _____

State*: _____ **Zip Code*:** _____

Email Address: _____

Phone Number*: _____

1. DESCRIBE THE FACTUAL AND LEGAL BASIS OF YOUR OBJECTION IN THE SPACE PROVIDED BELOW AND ON THE REVERSE SIDE OF THIS FORM. YOU MAY ENCLOSE ADDITIONAL PAGES.

2. STATE WHETHER YOU OBJECT TO THE SETTLEMENT IN WHOLE OR IN PART.

3. PROVIDE THE NAME AND CONTACT INFORMATION OF ANY ATTORNEY REPRESENTING YOU IN CONNECTION WITH THIS OBJECTION. YOU ARE NOT REQUIRED TO HAVE AN ATTORNEY TO OBJECT.

4. PROVIDE AND ATTACH COPIES OF ANY DOCUMENTS YOU WISH TO SUBMIT IN SUPPORT OF YOUR POSITION.

I SWEAR AND AFFIRM UNDER PENALTY OF PERJURY THAT I AM A SETTLEMENT CLASS MEMBER.

Signature*: _____ Printed Name*: _____

Dated*: _____

*AN ORIGINAL SIGNATURE IS REQUIRED

EXHIBIT 2

EXHIBIT 2

Theresa Chan

From: no-reply@formassembly.com
Sent: Wednesday, November 5, 2025 4:04 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

11/05/2025 04:03:26 PM

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

Item submitted: Proposed Settlement

On 11/05/2025 04:03:26 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1005104-24

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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Ca44f0f7654a44428e81f08de1cc7efcf%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638979842205227500%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=J5N33eBzZdIG6a%2FsAhsWuL5AcSMGbmWnwwa5O6V4jhc%3D&reserved=0

EXHIBIT 3

EXHIBIT 3

WILSHIRE LAW FIRM, PLC

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Tel: (213) 381-9988
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Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

January 16, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Gregory J. Hout, Esq.
Law Offices of Gregory J. Hout
12396 World Trade Dr., Ste. 206
San Diego, CA 92128
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6579 6398 07

JSAK Victorville Partners LP
Attn.: Hemant Chhatrala
Agent for Service of Process
1631 Hotel Circle South
San Diego, CA 92108
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6579 6397 91

Re: ***Jessica Marie Jones and Aundrae Allen Soto v. JSAK Victorville Partners LP dba Hilton Garden Inn Victorville***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Jessica Marie Jones and Aundrae Allen Soto ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, JSAK Victorville Partners LP dba Hilton Garden Inn Victorville ("JSAK" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employees and some or potentially all of Employers' Aggrieved Employees.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for Employers in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employees and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Employees' Employment with JSAK

JSAK is a franchisor of the Hilton Garden Inn hotel. Employees worked as a front desk attendant and maintenance technician. Their primary job functions included providing customer service,

performing maintenance work, respectively. In performing their duties, Employees were regularly required to perform work (off-the-clock), without compensation. Employees were also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Moreover, Employers failed to provide Employees and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employees incurred business-related expenses, but Employers failed to reimburse them for all such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employees assert, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Jessica Marie Jones is a resident of Victorville, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately October 2023.

Employee Aundrae Allen Soto is a resident of Adelanto, California who worked for Employers in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately November 2020 to present.

During their employment for Employers, Employers paid Employees an hourly wage and classified them as non-exempt from overtime. Employers typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees' employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employers terminated Employees' employment, failed to furnish accurate wage statements to Employees, failed to indemnify Employees for business expenditures, and failed to timely produce Employees' requested employment records. As discussed below, Employees' experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employees and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employees and the Aggrieved Employees, or some of them, to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employer at times failed to properly calculate Employees’ regular rate of pay when paying overtime, by failing to include all compensation in Employees’ overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employees and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employees worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employees consistently were not compensated at least minimum wage for all hours that Employees worked.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employees and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employees and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employees of their right to, nor permitted them to take, all of Employees’ second meal periods when they worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks.

Accordingly, Employers at times failed to provide meal periods to Employees and the Aggrieved Employees, or some of them, in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employees and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employees and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employees and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law.

Employees and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employees and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employees and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employees all wages due, and failed to pay those wages twice a month, in that Employees were not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employees the legally required wages for unpaid wages, and Employees and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records.

Therefore, Employees and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employees and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail to pay Employees and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employees and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employees and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employees and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employees and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employees and the Aggrieved Employees for these employment-related expenses.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employees and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employees and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employees and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employees and Aggrieved Employees, or some of them, by virtue of Employers’ time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers’ failure to relieve Employees and Aggrieved Employees, or some of them, of all duties and Employers’ control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employees’ and Aggrieved Employees’ work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employees and Aggrieved Employees, or some of them.

Employers’ failure to keep “accurate and complete” payroll records for Employees and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employees (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

2011) by, among other things, failing to provide Employees and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employees are informed and believe that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employees are additionally informed and believe that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employees and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employees and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed to provide notice of the correct sick leave amount balance available to Employees and other Aggrieved Employees on their wage statements or other written statement.

Based on information and belief, Employers failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, Employers failed to provide notice of sick leave amount balance left for Employees and other Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employees and other Aggrieved Employees would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employees seek all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employees and all Aggrieved Employees.

In violation of Labor Code section 247.5, Employers failed to maintain records documenting the hours worked and paid sick days accrued and used by Employees and all Aggrieved Employees,

permitting the presumption that Employees and all Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers further failed and continue to fail to comply with Labor Code section 246, by failing to provide Employees and all Aggrieved Employees with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Employers' failure to properly institute a paid sick leave program.

On information and belief, Employees allege that all of these practices were experienced and continue to be experienced by other Aggrieved Employees.

Employees request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employees and other Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Employees request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers violated Labor Code section 248.2 by not providing Aggrieved Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due. Employers violated and continue to violate Labor Code section 216 by failing to pay Employees and all Aggrieved Employees for all hours worked at the proper wage rate and by failing to pay Employee and all Aggrieved Employees an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.²

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers failed to provide Aggrieved Employees with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, there were periods of time when Aggrieved Employees were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employees' and other Aggrieved Employees' work reasonably permitted the use of seats. However, Employers failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers willfully and systematically denied Employees and other Aggrieved Employees of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers acted

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers paid Employees and other Aggrieved Employees lower wages than those they were entitled to while purporting that Employees and all Aggrieved Employees were properly paid. As such, Employees and all Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers had and continue to have a uniform policy and practice of failing to allow Aggrieved Employees and Exempt Aggrieved Employees to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to Aggrieved Employees and/or Exempt Aggrieved Employees upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and believe, Employers had and have a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions).

Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent

form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved Employees and Exempt Aggrieved Employees to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employees to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also required Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees agree in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers asked Aggrieved Employees, and Exempt Aggrieved Employees about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked Aggrieved Employees and Exempt Aggrieved Employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers violated Labor Code section 432.5 by requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, Employers required Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring Employees, Aggrieved Employees and Exempt Aggrieved Employees to agree, in writing, to an unlawful PAGA waiver, Employers required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, Employees, Aggrieved Employees and Exempt Aggrieved Employees continue to be subject to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer.

As such, Employees are informed and believe that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers had and have a policy or practice of preventing Employees and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5.

In addition, Employees are informed and believe that these policies and/or practices prevent Employees and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers had and have a policy or practice of failing to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of requiring or permitting employees to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402.

Employees are informed and believe, and based thereon allege that Employers had and have a policy or practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403.

Employees are informed and believe, and based thereon allege that these failures include, without limitation, failing to disinfect time clocks and other surfaces after use by Employees and/or other Aggrieved Employees; failing to provide adequate protection equipment to Employees and/or other Aggrieved Employees; and failing to provide adequate distance in working conditions between Employees and/or other Aggrieved Employees.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

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Action for Civil Penalties Under PAGA

In light of the above, Employees allege that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal to pay wages due and payable and/or denial of the validity of any claim to wages due;
13. Labor Code § 223 for secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure to timely provide temporary workers with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for preventing employees from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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LWDA

Notice of Labor Code Violations and PAGA

January 16, 2024

Page 17 of 17

Employees have placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", written over the printed name.

John G. Yslas, Esq.

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JESSICA MARIE JONES and AUNDRAE
ALLEN SOTO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

JSK VICTORVILLE PARTNERS LP DBA
HILTON GARDEN INN VICTORVILLE., a
California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2327394

*[Assigned for All Purposes to the
Hon. Stephanie Tanada, Dept: S33]*

**FIRST AMENDED DECLARATION OF
PLAINTIFF JESSICA MARIE JONES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 25, 2025

Time: 8:30 a.m.

Dept: S33

Complaint filed: October 30, 2023

FAC filed: June 2, 2025

Trial date: None

DECLARATION OF JESSICA MARIE JONES

I, Jessica Marie Jones, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

1. I worked for JSK Victorville Partners LP dba Hilton Garden Inn Victorville (“JSK”) as an hourly-paid, non-exempt Front Desk Agent from around August 2023 to October 2023. Throughout the entirety of my employment, I was subject to all of JSK’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to JSK and the Labor & Workforce Development Agency (“LWDA”).

2. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

2. Based on my experience and knowledge of JSK’s wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of JSK.

3. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of JSK. I believe we were all subject to the same employment policies and practices.

4. By originating this lawsuit as a class representative, I hoped that I might be able to change JSK’s policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

5. I have dedicated much of my time and energy to this lawsuit as a class representative. As detailed more fully below, I have spent approximately 50 hours on this case. I wanted to be as involved as possible so that my attorneys would be equipped with the tools necessary to reach a positive outcome for me and the other class members.

6. From the initiation of this lawsuit until now, I have spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information.

7. When I would speak with my attorneys, my attorneys and I would discuss my experience as an hourly-paid employee working for JSK and able to identify various instances where I was not paid correctly. Additionally, leading up to the December 2024 and May 2025 mediations with JSK, I had multiple lengthy phone calls with my attorneys regarding the claims at issue and our goals for both mediations.

8. Throughout the case, I spent many hours looking for documents in my possession that were related to my employment to send over to my attorneys, including when I first contacted my attorneys, before my attorneys filed the case, and before the mediations took place. Additionally, I spent time reviewing various legal documents for my case, including the retainer and settlement agreement and discussed certain terms with my attorneys.

9. Further, I made sure to keep my schedule free on the two days day that mediation took place so that my attorneys could direct any questions or issues towards me.

10. I believe the settlement that was reached is one that is fair and reasonable, and I would recommend that the Court approve it. I am happy that I was able to recover some money through this settlement for myself and all the class members.

11. Making the decision to file this lawsuit was a difficult one; I was concerned about the potential negative attention that I would cause for myself as a result of this public lawsuit. I was afraid that my name would be attached to a public record reflecting that I filed a lawsuit against my former employer. Ultimately, I felt that something needed to be done to recover for some of the losses experienced by me and the other class members.

12. I also understand that there was financial risk in bringing this lawsuit. For example, I knew that if I was not successful in this lawsuit that I could potentially be responsible for JSK's attorneys' fees and costs.

13. I understand that the settlement agreement provides a service payment to me of up to \$10,000.00. I believe this amount is fair compensation for my time and effort on this case, for helping to prosecute this case, and the risks with respect to my future employment. In addition,

the settlement requires that I enter into a general release, which I understand is broader than the release that will bind other class members. I am receiving no compensation additional to that provided for in the settlement.

14. Based on my involvement in this case and the benefits provided to my former co-workers, I can say that I stood up and took initiative on behalf of those who felt they could not. Suing an employer is not an easy decision, but I was not afraid to take that risk because I knew that the reward of helping out my former co-workers would be worth that risk.

15. I reviewed and signed the Class Action and PAGA Settlement Agreement in full, including the Amendment thereto, and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and JSAK's defenses.

16. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

17. I do not have any conflicts with other hourly-paid, non-exempt employees that would interfere with my ability to represent them. I believe I will adequately represent the other hourly-paid, non-exempt employees at JSAK.

18. My interests as a named plaintiff in this case are not adverse to the interests of the other hourly-paid, non-exempt employees. I believe my interests are the same as the other employees because we were all subject to the same policies and practices and were similarly injured by JSAK's company-wide policies and practices. I am seeking the same recovery on behalf of myself and the other employees, which is to collect unpaid wages, penalties, and interest that are owed to us by JSAK.

19. I have always kept the best interests of the other hourly-paid, non-exempt employees in mind while performing my duties as the named plaintiff in this case. I have been committed throughout the course of this case to vigorously prosecuting this case on behalf of myself and the other employees. I believe that I have demonstrated my ability to advocate for the interests of the other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and

1 information to my attorneys, keeping in regular contact with my attorneys regarding the status of
2 the case, and reviewing the settlement agreement to make sure it was fair.

3 20. I will continue to actively participate in this lawsuit as necessary and will continue
4 to make myself available to assist in this case moving forward as needed.

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

7 Executed on 2/26/2026, at Victorville, California.

8 DocuSigned by:


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10 Jessica Marie Jones
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JESSICA MARIE JONES and AUNDRAE
ALLEN SOTO, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

JSK VICTORVILLE PARTNERS LP DBA
HILTON GARDEN INN VICTORVILLE., a
California limited partnership; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2327394

*[Assigned for All Purposes to the
Hon. Stephanie Tanada, Dept: S33]*

**FIRST AMENDED DECLARATION OF
PLAINTIFF AUNDRAE ALLEN SOTO
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 25, 2025

Time: 8:30 a.m.

Dept: S33

Complaint filed: October 30, 2023

FAC filed: June 2, 2025

Trial date: None

DECLARATION OF AUNDRAE ALLEN SOTO

I, Aundrae Allen Soto, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath. I make this declaration in support of my Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for JSK Victorville Partners LP dba Hilton Garden Inn Victorville (“JSK”) as an hourly-paid, non-exempt Engineer/Groundskeeper from around December 2021 to October 2023.

3. During the time I was employed with JSK, I was subject to all of JSK’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to JSK and the Labor & Workforce Development Agency (“LWDA”).

4. The reason why I pursued this lawsuit was because I was under the impression that I was not being correctly compensated for all of the time that I worked, and I was not given the opportunity to take all of my meal and rest breaks.

5. Based on my experience and knowledge of JSK’s wage and hour policies and my familiarity with its employment practices, I worked with my attorneys to bring claims on my own behalf as well as on behalf of other hourly-paid, non-exempt employees of JSK.

6. I am seeking to become a class representative in this case. I believe my experiences are similar to other hourly-paid, non-exempt employees of JSK. I believe we were all subject to the same employment policies and practices.

7. When starting this process, I understood that it was my duty as a class representative to represent the best interests of the entirety of the class, understand what the lawsuit was about exactly, and assist my attorneys with any information they needed to help prosecute this case.

8. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 40 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

9. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly. Additionally, leading up to the mediations on December 4, 2024 and May 1, 2025, I had multiple lengthy phone calls with Wilshire Law Firm regarding the claims at issue and what was to transpire at the mediations.

10. Throughout the case, I also spent time looking for documents relevant to the case to send to my attorneys. I spent numerous hours looking for these documents, including when I first contacted my attorneys, before my attorneys filed the case, and before my case was mediated in December 2024 and May 2025. I also spent time reviewing legal documents in this case, including the retainer and settlement agreement and discussed, in detail, the terms with my attorneys.

11. Additionally, I made myself fully available on both days of mediation and was in continuous contact with my attorneys to assist with any questions or issues that may have arisen.

12. I believe the settlement is a good settlement and I would recommend that the Court approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover money through a settlement for the class.

13. I did not make the decision to file a class action lightly. I was concerned by the attention a publicly filed lawsuit, and especially a class action, would attract. My name would be forever associated with a lawsuit that I filed against my former employer. I am mindful that prospective employers might find out that I sued JSK. Nevertheless, I felt that important rights were at stake that hurt everyone, and something ought to be done about it.

14. I also understand that there was financial risk in bringing this lawsuit. For example, I knew that if I did not prevail in this lawsuit that I could potentially be responsible for JSK's attorneys' fees and costs.

15. I understand that the settlement agreement provides a service payment to me of up to \$10,000.00. I believe this amount is fair compensation for my time and effort for aiding in the prosecution of this case, and the risks with respect to my future employment. In addition, the

1 settlement requires that I enter into a general release, which I understand is broader than the release
2 that will bind other class members. I am receiving no compensation additional to that provided for
3 in the settlement.

4 16. Based on my involvement in this case and the benefits provided to my former co-
5 workers, I can say I helped stand up for the other workers who were too afraid to say anything to
6 management because they did not want to risk losing their jobs or risk the stigma of suing an
7 employer. I was not afraid to take that risk because I strongly care about helping my former co-
8 workers.

9 17. I reviewed, and ultimately signed, the Class Action and PAGA Settlement
10 Agreement in full, and the Amendment thereto, and my attorneys answered all the questions I had.
11 I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength
12 of the class claims and JSAK's defenses.

13 18. I am not aware of any other pending matter or action asserting claims that will be
14 extinguished or adversely affected by the Settlement.

15 19. I do not have any conflicts with other hourly-paid, non-exempt employees that
16 would interfere with my ability to represent them. I believe I will adequately represent the other
17 hourly-paid, non-exempt employees at JSAK.

18 20. My interests as a named plaintiff in this case are not adverse to the interests of the
19 other hourly-paid, non-exempt employees. I believe my interests are the same as the other
20 employees because we were all subject to the same policies and practices and were similarly
21 injured by JSAK's company-wide policies and practices. I am seeking the same recovery on behalf
22 of myself and the other employees, which is to collect unpaid wages, penalties, and interest that
23 are owed to us by JSAK.

24 21. I have always kept the best interests of the other hourly-paid, non-exempt employees
25 in mind while performing my duties as the named plaintiff in this case. I have been committed
26 throughout the course of this case to vigorously prosecuting this case on behalf of myself and the
27 other employees. I believe that I have demonstrated my ability to advocate for the interests of the
28 other hourly-paid, non-exempt employees by initiating this lawsuit, providing documents and

1 information to my attorneys, keeping in regular contact with my attorneys regarding the status of
2 the case, and reviewing the settlement agreement to make sure it was fair.

3 22. I will continue to actively participate in this lawsuit as necessary and will continue
4 to make myself available to assist in this case moving forward as needed.

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

7 Executed on 2/26/2026, at Adelanto, California.

Signed by:

Aundrae Allen Soto

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Aundrae Allen Soto

1 John G. Yslas (SBN 187324)
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2 Emily Borman (SBN 303180)
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3 Diego Aviles (SBN 315533)
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4 Harry Erganyan (SBN 333091)
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5 Mariam Nazaretyan (SBN 334154)
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8 Los Angeles, California 90017
9 Telephone: (213) 381-9988
Facsimile: (213) 381-9989

10 *Attorneys for Plaintiffs*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**
14

15 JESSICA MARIE JONES and AUNDRAE
16 ALLEN SOTO, individually, and on behalf of all
others similarly situated,

17 *Plaintiffs,*

18 v.

19 JSAK VICTORVILLE PARTNERS LP DBA
20 HILTON GARDEN INN VICTORVILLE., a
21 California limited partnership; and DOES 1
through 10, inclusive,

22 *Defendants.*
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Case No.: CIVSB2327394

*[Assigned for All Purposes to the
Hon. Stephanie Tanada, Dept: S33]*

**DECLARATION OF SEAN
HARTRANFT IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: March 26, 2025

Time: 8:30 a.m.

Dept: S33

Complaint filed: October 30, 2023

FAC filed: June 2, 2025

Trial date: None

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 100 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale class action cases efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and the administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We maintain the highest level of confidentiality in all our operations. Any class data and communication received by us will be treated with utmost privacy and will not be disclosed to any unauthorized party. Attached is our current CV, as Exhibit A, which highlights our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information to ensure they do not pose a threat to the security of client or class
5 member information. As part of its commitment to data security and industry best practices, Apex
6 Class Action has completed a rigorous third-party audit and is SOC 2 Type 2 certified,
7 demonstrating its adherence to strict standards for data privacy, confidentiality, and system
8 integrity. This certification reflects Apex's continued focus on protecting sensitive information
9 through well-documented and consistently applied internal controls. To guarantee the security of
10 the settlement administration process, Apex Class Action maintains Professional Liability and
11 Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal
12 profession.

13 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
14 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
15 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
16 conducting preliminary and final calculations to determine the individual settlement amounts,
17 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
18 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
19 settlement funds and tax forms via First-Class USPS mail.

20 7. The administration fees for Apex Class Action's management of this settlement will
21 not exceed \$6,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan
22 detailing the specific administration services that will be provided, including preparation and
23 dissemination of the Class Notice in both English and Spanish.

24 8. Based on the proposed Gross Settlement Amount of \$500,000.00, and after
25 deducting anticipated attorneys' fees of \$166,666.67, litigation expenses not to exceed
26 \$25,000.00, two Class Representative service awards of \$10,000.00 each, a \$15,000.00 payment
27 to the LWDA, a \$5,000.00 allocation to Aggrieved Employees, and estimated administration
28 costs of \$6,990.00, the estimated Net Settlement Amount available for distribution to participating

1 Class Members is approximately \$261,343.33. There are an estimated 182 Class Members and
2 approximately 18,389 total estimated workweeks during the Class Period. Based on these figures,
3 the estimated average recovery per participating Class Member is approximately \$1,435.95, with
4 an estimated lowest recovery of approximately \$14.21 and an estimated highest recovery of
5 approximately \$6,789.25. Individual settlement payments will be calculated on a pro rata basis
6 based on the number of qualifying workweeks worked by each Class Member during the Class
7 Period.

8 9. Based on the estimated per-workweek value of \$14.21, Plaintiff Aundrae Soto, who
9 worked an estimated 97 workweeks during the Class Period, is projected to recover approximately
10 \$1,378.37 as his Class Member share. Plaintiff Jessica Marie Jones, who worked an estimated 5
11 workweeks during the Class Period, is projected to recover approximately \$71.05 as her Class
12 Member share. These amounts are estimates.

13 I declare under penalty of perjury under the laws of the state of California that the
14 foregoing is true and correct. Executed this 27th day of February 2026, in Irvine, California.

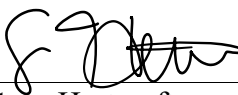
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17 _____
18 Sean Hartranft
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Mariam Nazaretyan
 Wilshire Law Firm, PLC
 mariam.nazaretyan@wilshirelawfirm.com
 213.381.9988

Case Name:

Jones, et al. v. JSAK Victorville Partners LP

Date:

Friday, August 1, 2025

RFP Number:

45412016

Prepared By:

Nick Day
 Apex Class Action LLC
 nickday@apexclassaction.com
 949.563.6650

Settlement Specifications	
Estimated Class Size:	182
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	182	\$273.00
USPS First Class Postage	Per Piece	\$0.78	182	\$141.96
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	36	\$81.90
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$55.00	1	\$55.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,021.86

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$72.23	1	\$72.23
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$572.23

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	182	\$273.00
USPS First Class Postage	Per Piece	\$0.78	182	\$141.96
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	18	\$40.95
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,050.00	1	\$1,050.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
			Sub Total:	\$2,875.91

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$6,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.