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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GREGORY BRULE, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CATALINA ISLAND COMPANY, a
California corporation; SANTA
CATALINA ISLAND COMPANY, a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24LBCV00582

Honorable Mark C. Kim
Department S27

CLASS ACTION

**DECLARATION OF MELISSA LEBLANC-
MANSELL IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date:	March 6, 2025
Time:	8:30 a.m.
Department:	S27
Reservation ID:	Specially Set by Court
Complaint Filed:	March 21, 2024
FAC Filed:	August 19, 2024
Trial Date:	None Set

DECLARATION OF MELISSA LEBLANC-MANSELL

I, Melissa LeBlanc-Mansell, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Gregory Brule (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On January 11, 2024, Plaintiff provided written notice by certified mail to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s PAGA Notice.

3. On March 21, 2024, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et. Seq.* in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

4. On May 6, 2024, Defendant Catalina Island Company filed their Answer to Plaintiff’s Unverified Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et. Seq.*, by Defendant Catalina Island Company.

5. On July 30, 2024, Plaintiff provided an amended written notice by certified mail to the LWDA and Defendants, to allege violations of California Labor Code Section 221 (“Amended PAGA Notice”). Marked and attached hereto as “**EXHIBIT 2**” is a true and correct copy of Plaintiff’s Amended PAGA Notice.

6. On August 15, 2024, Plaintiff sought leave to file a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.* (“Operative Complaint”), adding class allegations premised on (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages

1 during employment in violation of section 204; (7) failure to provide accurate and itemized wage
2 statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of
3 section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802;
4 (10) violations of California Business and Professions Code §§ 17200, et seq.. The Court granted
5 Plaintiff leave to file the proposed First Amended Complaint on August 15, 2024, and Plaintiff filed
6 the First Amended Complaint on August 19, 2024.

7 **THE PROPOSED SETTLEMENT**

8 7. Marked and attached hereto as “**EXHIBIT 3**” is a true and correct copy of the Class
9 Action and PAGA Settlement Agreement and Release (with Proposed Notice of Class and PAGA
10 Action Settlement) (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and
11 between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved
12 employees, on the one hand, and Defendants, on the other hand (together, the “Parties”). The Parties
13 and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”),
14 which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court
15 approve it as well.

16 8. The Settlement provides for a Gross Settlement Amount of \$985,000.00 to be paid in
17 a single payment on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement
18 Amount less the following amounts, subject to approval by the Court: Class Counsel Fees Payment
19 of up to \$344,750.00 and Class Counsel Litigation Expenses Payment not to exceed \$25,000.00 to
20 Class Counsel, Class Representative Service Payment to Plaintiff of \$7,500.00, Administration
21 Expenses Payment to the Settlement Administrator not to exceed \$11,000.00, and the PAGA
22 Penalties of \$180,000.00. Assuming that the amounts allocated under the Settlement toward these
23 payments are awarded by the Court, the Net Settlement Amount that will be available for distribution
24 to Settlement Class Members is currently \$416,750.00. Additionally, 25% of the PAGA Allocation
25 (i.e., Individual PAGA Payment), which is \$45,000.00 out of \$180,000.00, will be distributed to the
26 Aggrieved Employees, for their respective portion of the PAGA Penalties. The Gross Settlement
27 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
28 reversion to Defendant.

1 9. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in
2 an amount of up to 35% of the Gross Settlement Amount (i.e., \$344,750.00 and expenses and costs
3 of not more than \$25,000.00, which will be paid out of the Gross Settlement Amount, subject to
4 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of
5 litigation and will not receive any compensation until recovery is obtained. A description of the
6 qualifications of Class Counsel and the work performed by Class Counsel.

7 10. The Settlement Agreement provides for payment of up to \$7,500.00 to Plaintiff as a
8 Class Representative Service Payment, to be paid out of the Gross Settlement Amount subject to
9 approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents
10 and past employment records and to provide the facts and evidence necessary to attempt to prove
11 the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to
12 obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff
13 to receive an Enhancement Award, in addition to his individual settlement payment, for his services
14 on behalf of the Class, Aggrieved Employees, and State of California.

15 11. The Parties have agreed to retain Simpluris, Inc., ("Administrator") to handle the
16 notice and settlement administration process. The Parties respectfully request that the Court appoint
17 Simpluris, Inc. to handle these procedures and serve as the Administrator. Defendants will provide
18 Simpluris, Inc. with the Class Data and the Administrator will calculate each Class Member's
19 estimated share of the Net Settlement Amount ("Individual Class Payment") and each Aggrieved
20 Employee's estimated *pro rata* share of the 25% portion of the PAGA Penalties. The Administrator
21 will be responsible for printing, distributing, and tracking Class Notices and other documents for the
22 Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-
23 2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing
24 necessary reports and declarations, transmitting funds representing uncashed checks after the void
25 date to the *cy pres* Catalina Island Health Fund, and other duties and responsibilities set forth to
26 process the Settlement, and as requested by the Parties. Administration Expenses Payment is
27 currently estimated not to exceed \$11,000.00 and will be paid out of the Gross Settlement Amount,
28 subject to approval of the Court.

12. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties and interest. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

13. **Ascertainability:** The proposed Class is defined (a) All current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period of February 29, 2020 through preliminary approval; and (b) All current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, who were classified by Defendants as "exempt" and worked for Defendants within the State of California during the period of February 29, 2020 through preliminary approval.

14. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 1,256 individuals who worked an estimated total of 64,018 workweeks.

15. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at

1 issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not
2 paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view,
3 it is clear that the outcome of this litigation would be determined by Defendants' uniform operations
4 and employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-
5 paid or non-exempt employees in California during the relevant time period.

6 16. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a
7 class action against his former employer. Plaintiff spent considerable time and effort to produce
8 relevant documents and past employment records and to provide the facts and evidence necessary to
9 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and
10 actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are
11 adverse to the Class. Plaintiff was employed by Defendants during the Class Period and subject to
12 the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the
13 challenge and risk of commencing and maintaining this action, and he has not yet received any
14 monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly
15 filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other non-
16 exempt employees, and the State of California.

17 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

18 17. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
19 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
20 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
21 attorney of record in over a dozen employment-related putative class actions in both state and federal
22 courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on
23 litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative
24 actions. The firm has successfully litigated cases involving the executive, administrative, and other
25 overtime exemptions to the State of California and federal overtime compensation requirements.
26 During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has
27 recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary
28 of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently

1 and primarily have been responsible for the representation of Plaintiff in connection with the
2 resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked
3 on the above-captioned matter.

4 18. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice,
5 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned
6 a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
7 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
8 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
9 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
10 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
11 he studied Legal Writing at Harvard University. From approximately September 2002 to
12 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
13 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002
14 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of
15 the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained
16 a license to practice law from the California State Bar. Since in or around October of 2008, through
17 his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of
18 consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued
19 over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
20 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
21 five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction
22 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
23 other overtime exemptions to the State of California and federal overtime compensation
24 requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class
25 certification by contested motion practice in approximately fifteen (15) cases in the last decade and
26 litigated over 1,000 class action or representative action cases.

27 19. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received
28 his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum

laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement.

20. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S.,

1 Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive
2 experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian,
3 and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval
4 process for hundreds of class action and/or representative action matters that have successfully
5 resolved. She is a member of the California Employment Lawyers Association.

6 21. I am a Member of Lawyers *for* Justice, PC. I received my undergraduate degree from
7 Louisiana State University, Baton Rouge and my Juris Doctor degree from the University of Toledo
8 College of Law. After graduating from law school, I clerked for the Honorable George J. Larke, Jr.
9 of the Louisiana 32nd Judicial District Court. I was originally admitted to practice law in Louisiana
10 in 2009, then admitted to practice law in California in 2012, in Washington in 2022, and in Oregon
11 in 2023. Prior to joining Lawyers *for* Justice, PC, I practiced family law and personal injury law,
12 serving as second chair for trials, practiced workers’ compensation law, handled medical malpractice
13 and plaintiff’s-side securities and wage and hour class action cases, and served as a Compliance and
14 Special Investigations Unit Manager for AIDS Healthcare Foundation. At Lawyers *for* Justice, PC,
15 I have worked on many complex wage-and-hour class and PAGA representative action cases, and
16 handled all aspects of litigation of said cases. Further, I have trained and managed a large team of
17 attorneys at the firm, with a focus on evaluating and preparing cases for mediation and mandatory
18 settlement conferences. I have extensive experience in the class action mediation process and have
19 successfully negotiated settlements in over one hundred cases.

20 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

21 22. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
22 matter has translated into tangible monetary benefits for the Class Members in the following
23 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
24 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
25 favorably with other similar class action settlements of this type given the strengths and weaknesses
26 of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only
27 increased significantly had the case progressed through certification, trial, and/or appeals.

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23. Class Counsel has litigated the matter for approximately one year. The Parties have engaged in extensive settlement negotiations and participated in a mediation conducted by the Honorable Zaven Sinanian (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, PAGA representative actions, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the Aggrieved Employees, against the Released Parties.

24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling of Class Members' time and payroll data, Plaintiff's personnel records, Defendants' Handbooks, earning statements,

1 company policy acknowledgements (e.g., Acknowledgement Forms regarding receipt of Employee
2 Handbook, Employee's Receipt of Employee Food Safety Handbook, Proof of Receipt and
3 Acknowledgement of informational pamphlets, Agreement to Comply with Safety Policy, Company
4 and Personal Vehicle Use Policy acknowledgement, and Acknowledgement of Receipt of Employee
5 Handbook and Agreement), job descriptions, Defendants' operations and employment practice,
6 policies, and procedures, job descriptions, and performance reviews among other information and
7 documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to
8 gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred on
9 numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of
10 documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation
11 brief and prepared for and attended court proceedings, mediation, and settlement negotiations,
12 among other tasks.

13 25. Counsel for the Parties have also invested time researching and investigating the
14 applicable law, which is constantly evolving as it relates to certification, representative PAGA
15 claims, off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, state wage-
16 and-hour law and enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto,
17 as well as facts discovered. Based on our analysis, I submit that the result achieved in this litigation
18 is fair, adequate, and reasonable.

19 26. Class Counsel is aware of the defenses and position of Defendants but believes that
20 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
21 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
22 and the difficulties and delays inherent in such litigation, including those involved in class
23 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
24 necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the
25 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
26 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
27 experienced and well-regarded in complex labor and employment matters.

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27. Defendants, on the other hand, deny and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

28. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

Executed on this 6th day of February 2025, at Salem, Oregon.



Melissa LeBlanc-Mansell

EXHIBIT 1



January 11, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SANTA CATALINA ISLAND COMPANY; CATALINA ISLAND COMPANY

Dear Representative:

We have been retained to represent Gregory Brule against Santa Catalina Island Company, and Catalina Island Company (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Catalina Island Company”) for violations of California wage-and-hour laws. Mr. Brule seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

Mr. Brule seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Catalina Island Company employed Mr. Brule as an hourly-paid non-exempt employee and as a salaried employee misclassified as “exempt” in the State of California, from approximately June 2014 to the present.

The “aggrieved employees” that Mr. Brule may seek penalties on behalf of are: (a) all current and former hourly-paid or non-exempt individuals who were employed by any of the above-referenced entities within the State of California, (“aggrieved employees in subgroup A”), and (b) all current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the above-referenced entities within the State of California (“aggrieved employees in subgroup B”).

With regard to aggrieved employees in subgroup A, based on the following facts and theories, Catalina Island Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001. With regard to aggrieved employees in subgroup B, based on the following facts and theories, Catalina Island Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not earn in excess of one and one-half times the minimum wage, and/or less than half of their compensation is earned through commissions.

Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not customarily and regularly exercise discretion and independent judgment in matters of consequence to Catalina Island Company's business and were not and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing managerial/exempt tasks. Furthermore, Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not spend at least half of their work time doing office or non-manual work directly related to managerial policies or the general business operations of Catalina Island Company. Therefore, Mr. Brule and other aggrieved employees in subgroup B were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked because Catalina Island Company misclassified them as "exempt."

Catalina Island Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Brule and other aggrieved employees in subgroup A worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation. Additionally, during the relevant time period, Mr. Brule and other aggrieved employees in subgroup B worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation because Catalina Island Company misclassified them as "exempt." Therefore, Mr. Brule and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Catalina Island Company required Mr. Brule and other aggrieved employees in subgroup A to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Catalina Island Company also required aggrieved employees in subgroup A to stay on work premises during rest periods. Additionally, during the relevant time period, Catalina Island Company required Mr. Brule and other aggrieved employees in subgroup B to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods because Catalina Island Company misclassified them as "exempt." Catalina Island Company also required aggrieved employees in subgroup B to stay on work premises during rest periods.

California Labor Code sections 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 if an

employee quits 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' 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. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Catalina Island Company did not provide Mr. Brule and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Catalina Island Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Brule and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Brule and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Brule and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Brule and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Brule and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Catalina Island Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Brule and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Catalina Island Company did not provide Mr. Brule and other aggrieved employees in subgroup A with the minimum wages to which they were entitled for work performed “off-the-clock.” Additionally, during the relevant time period, Catalina Island Company did not pay Mr. Brule or other aggrieved employees in subgroup B with the minimum wages to which they were entitled for work performed “off-the-clock” because Catalina Island Company misclassified them as “exempt.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Brule and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Brule and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Brule and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Catalina Island Company. These costs include, but are not limited to, the use of personal vehicles for business-related tasks, and the purchasing and maintenance of clothing, and footwear in compliance with the dress code policy.

Therefore, on behalf of all aggrieved employees, Mr. Brule seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The signature is written in a cursive, flowing style.

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Santa Catalina Island Company
Catalina Island Company
c/o Regina M Long
Agent for Service of Process
150 Metropole Ave
Avalon, CA 90704

EXHIBIT 2

July 30, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SANTA CATALINA ISLAND COMPANY; CATALINA ISLAND COMPANY

Dear Representative:

We have been retained to represent Gregory Brule against Santa Catalina Island Company, and Catalina Island Company (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Catalina Island Company”) for violations of California wage-and-hour laws. Mr. Brule seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

Mr. Brule seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Catalina Island Company employed Mr. Brule as an hourly-paid non-exempt employee and as a salaried employee misclassified as “exempt” in the State of California, from approximately June 2014 to the present.

The “aggrieved employees” that Mr. Brule may seek penalties on behalf of are: (a) all current and former hourly-paid or non-exempt individuals who were employed by any of the above-referenced entities within the State of California, (“aggrieved employees in subgroup A”), and (b) all current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, misclassified as “exempt” who were employed by any of the above-referenced entities within the State of California (“aggrieved employees in subgroup B”).

With regard to aggrieved employees in subgroup A, based on the following facts and theories, Catalina Island Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001. With regard to aggrieved employees in subgroup B, based on the following facts and theories, Catalina Island Company has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not earn in excess of one and one-half times the minimum wage, and/or less than half of their compensation is earned through commissions.

Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not customarily and regularly exercise discretion and independent judgment in matters of consequence to Catalina Island Company's business and were not and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing managerial/exempt tasks. Furthermore, Mr. Brule and the other aggrieved employees in subgroup B did not and/or do not spend at least half of their work time doing office or non-manual work directly related to managerial policies or the general business operations of Catalina Island Company. Therefore, Mr. Brule and other aggrieved employees in subgroup B were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked because Catalina Island Company misclassified them as "exempt."

Catalina Island Company required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Brule and other aggrieved employees in subgroup A worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation. Additionally, during the relevant time period, Mr. Brule and other aggrieved employees in subgroup B worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation because Catalina Island Company misclassified them as "exempt." Therefore, Mr. Brule and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Catalina Island Company required Mr. Brule and other aggrieved employees in subgroup A to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Catalina Island Company also required aggrieved employees in subgroup A to stay on work premises during rest periods. Additionally, during the relevant time period, Catalina Island Company required Mr. Brule and other aggrieved employees in subgroup B to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods because Catalina Island Company misclassified them as "exempt." Catalina Island Company also required aggrieved employees in subgroup B to stay on work premises during rest periods.

California Labor Code sections 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 if an

employee quits 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' 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. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 221 makes it unlawful for employers to receive and/or collect wages from employees during their employment. During the relevant time period, Defendants received and/or collected wages from Mr. Brule and other aggrieved employees in violation of California Labor Code section 221. By way of example, Defendants unlawfully deducted health insurance premiums without authorization from aggrieved employees' wages.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Catalina Island Company did not provide Mr. Brule and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Catalina Island Company were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Brule and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Brule and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Brule and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Brule and the aggrieved employees were required to work in excess

of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Brule and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Catalina Island Company failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Brule and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Catalina Island Company did not provide Mr. Brule and other aggrieved employees in subgroup A with the minimum wages to which they were entitled for work performed "off-the-clock." Additionally, during the relevant time period, Catalina Island Company did not pay Mr. Brule or other aggrieved employees in subgroup B with the minimum wages to which they were entitled for work performed "off-the-clock" because Catalina Island Company misclassified them as "exempt."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Brule and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Catalina Island Company failed to pay Mr. Brule and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Brule and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

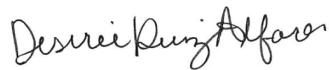
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Brule and other aggrieved employees incurred necessary

business-related expenses and costs that were not fully reimbursed by Catalina Island Company. These costs include, but are not limited to, the use of personal vehicles for business-related tasks, and the purchasing and maintenance of clothing, and footwear in compliance with the dress code policy.

Therefore, on behalf of all aggrieved employees, Mr. Brule seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in cursive script, reading "Desiree Ruiz Alfaro".

Desiree Ruiz Alfaro, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Santa Catalina Island Company
Catalina Island Company
c/o Stephen L. Berry
c/o Blake R. Bertagna
Attorneys
Paul Hastings LLP
695 Town Center Drive, Seventeenth Floor
Costa Mesa, California 92626

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
RELEASE (WITH PROPOSED NOTICE OF CLASS AND PAGA
ACTION SETTLEMENT)

This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is made by and between plaintiff Gregory Brule (“Plaintiff”) and defendants Catalina Island Company and Santa Catalina Island Company (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

As used in this Agreement, and capitalized terms shall have the following meanings:

- 1.1. “Action” means Plaintiff’s complaint alleging wage and hour violations against Defendants, captioned: *Gregory Brule, individually and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff v. Catalina Island Company, a California corporation; Santa Catalina Island Company, a Delaware corporation; and DOES 1 through 100, inclusive, Defendants,*” Case No. 24LBCV00582, and all amendments thereto, which is pending in Superior Court of the State of California for the County of Los Angeles.
- 1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the 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 an individual who was employed by and worked for Defendants in the State of California in a non-exempt position during the PAGA Period.
- 1.5. “Class” means (a) all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California during the Class Period; and (b) all current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, who were classified by Defendants as “exempt” and worked for Defendants within the State of California during the Class Period.
- 1.6. “Class Counsel” means Edwin Aiwarzian, Joanna Ghosh, and Melissa LeBlanc-Mansell, and the law firm of Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of legally recoverable costs and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” and/or “Aggrieved Employee Data” means Class Member and/or Aggrieved Employee identifying information in Defendants possession, including name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.

- 1.9. “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).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, the National Change of Address database.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, in the form, without material variation, attached hereto as Exhibit A and as approved by the Court, which shall be mailed to Class Members in English.
- 1.12. “Class Workweeks” means any week during the Class Period during which a Class Member worked for Defendants on at least one workday and received a wage statement.
- 1.13. “Class Period” means the period from February 29, 2020 through the date of preliminary court approval of the Settlement reflected in this Agreement.
- 1.14. “Class Representative” means the named Plaintiff in the operative Complaint in the Action seeking Court approval to serve as a Class Representative (*i.e.*, Gregory Brule).
- 1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles, and the department of the Court in which the Action is pending.
- 1.17. “Defendants” mean Catalina Island Company and Santa Catalina Island Company, the named defendants in the Action.
- 1.18. “Defense Counsel” means Blake R. Bertagna, and the law firm Paul Hastings LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:
 - (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
 - (2) the Judgment is final. The Judgment is “final” as of the latest of the following occurrences: if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; 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 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. “Gross Settlement Amount” means Nine Hundred Eighty-Five Thousand Dollars (\$985,000), which is the total amount Defendants agree to pay under the Settlement,

except for the employers' share of payroll taxes and as provided in Paragraphs 4.2 and 9, below. The Gross Settlement Amount will be used to pay the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator's Expenses.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks by the Class Member during the applicable Class Period as compared to the total number of Class Workweeks by all Class Members.
- 1.24. "Individual PAGA 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. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency.
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699(i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "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.
- 1.30. "PAGA Pay Period" means any bi-weekly pay period during which an Aggrieved Employee worked for Defendants on at least one workday during the PAGA Period and received a wage statement.
- 1.31. "PAGA Period" means the period from December 26, 2022, through the date of preliminary court approval of this Settlement.
- 1.32. "PAGA" means the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*
- 1.33. "PAGA Notices" means Plaintiff's January 11, 2024, and July 30, 2024, letters to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. "PAGA Penalties" means the total amount of one hundred and eighty thousand dollars (\$180,000) to be paid from the Gross Settlement Amount for PAGA civil penalties, allocated 25% to the Aggrieved Employees (\$45,000) and the 75% for the LWDA PAGA Payment (\$135,000) in settlement of all PAGA claims.

- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Gregory Brule, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s preliminary approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the Court’s order granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims being released for the period of time as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released for the period of time as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Defendants and each of their former and present parents, subsidiaries, and affiliates, and their directors, officers, employees, shareholders, owners, and agents, and the current and former predecessors, successors, assigns, attorneys, and insurers of all such entities and individuals.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement of the Class Claims in the Action signed by the Class Member. A Class Member may not request to be excluded from the Settlement of the PAGA Claims in the Action.
- 1.43. “Response Deadline” means 60 days after the Administrator mails the Court approved Class Notice to the Class Members and shall be the last date on which a Class Member may mail a Request for Exclusion from, or Objection to, the Settlement. The Request for Exclusion or Objection must be postmarked by the Response Deadline. If a Class Notice is re-sent after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by 14 calendar days.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On March 21, 2024, Plaintiff filed a complaint alleging various wage and hour claims against Defendants. On August 19, 2024, Plaintiff subsequently filed a first amended complaint, which is now the Complaint in the Action (the “Complaint”). Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint, and deny any and all liability for any of the causes of action alleged.
- 2.2. On January 11, 2024 and July 30, 2024, pursuant to Labor Code section 2699.3(a), Plaintiff submitted and mailed the PAGA Notices.
- 2.1. Following mediation with the Honorable Zaven Sinanian (Ret.) on August 21, 2024, the Parties continued to engage in settlement negotiations and successfully reached the material terms memorialized in this Agreement to settle the Action.

- 2.2. Prior to mediation, Plaintiff obtained, through informal discovery, documents, and information, including class size and wage statement data. Plaintiff's 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*").
- 2.3. The Court has not granted class certification.
- 2.4. The Parties, Class Counsel, and Defense Counsel represent that the following pending action asserts claims that are subsumed within and will be extinguished by the Settlement: *Burton v. Catalina Island Company et al.*, Case No. 24STCV05195, pending in Los Angeles County Superior Court.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Defendants promise to pay Nine Hundred Eighty-Five Thousand Dollars (\$985,000), and no more as the Gross Settlement Amount (and to separately pay the employer payroll taxes owed on the wage portions of the Individual Class Payments). Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 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 Plaintiff: A Class Representative Service Payment to the Class Representative of \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), subject to Court approval. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment that is less than the amount requested, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue the Class Representative an IRS Form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of 35% of the Gross Settlement Amount, *i.e.*, \$344,750, and a Class Counsel Litigation Expenses Payment of not more than \$25,000, both subject to Court Approval. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no

later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in amounts less than requested, the Administrator will add the difference to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other attorney arising from any claim of entitlement to all or some portion the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,000.00 subject to approval of the Court. If the Court approves an Administration Expenses Payment that is less than the amount requested, the Administrator will add the difference to the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks for all Participating Class Members and (b) multiplying the result by each Participating Class Member's Class 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 settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS Form W-2. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, with 40% being allocated to penalties and 40% being allocated to interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to tax withholdings and will be reported on an IRS Form 1099. 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 remove the Class Workweeks of Non-Participating Class Members and recalculate the Individual Class Payments of the Participating Class Members based on their share of the remaining Class Workweeks.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of one hundred eighty-thousand dollars (\$180,000) will be paid from the Gross Settlement Amount, with 75% (\$135,000) allocated to the LWDA PAGA Payment and 25% (\$45,000) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 25% share of the PAGA Penalties (*i.e.*, \$45,000) by the total number of PAGA Pay Periods for all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each Aggrieved Employee. 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 allocated by Parties for PAGA Penalties, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue each Aggrieved Employee an IRS Form 1099 for their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENT

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, Defendants estimate that Class Members worked a total of 64,018 Class Workweeks from February 28, 2020 through May 15, 2024, and that Aggrieved Employees worked a total of 9,865 PAGA Pay Periods from December 26, 2022, through May 15, 2024.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Parties shall instruct the Administrator to 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 the Administrator's employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 21 calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks or otherwise issue payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment 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, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (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 Class Members whose checks are returned undelivered without a USPS forwarding address. Within 10 calendar 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 if 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 cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Catalina Island Health Foundation, a non-profit whose mission is to support quality health care for residents of Santa Catalina Island, which benefits the Class Members, as they predominantly reside on Santa Catalina Island, and accordingly qualifies for a cy pres distribution under Civil Procedure Code section 384(b) (the "Cy Pres Recipient"). If the Cy Pres Recipient is not approved by the Court, the uncashed checks shall be distributed to the California State Controller's Unclaimed Property Fund. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release of All Claims. Plaintiff, on behalf of himself and his respective former and present spouse (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge the Released Parties from any and all known and unknown claims, transactions, or occurrences under any statute, common law or contract, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint, and specifically, claims for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; (x) failure to reimburse business expenses; (xi) violation of California's Unfair Competition Law under Business and Professions Code Sec. 17200; and (xii) all civil and statutory penalties, other than PAGA penalties; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 6.2, below, including those premised upon the same alleged above-described claims ("Plaintiff's Release"). Plaintiff's 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. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; (x) failure to reimburse business expenses; (xi) violation of

California's Unfair Competition Law under Business and Professions Code Sec. 17200; and (xii) all civil and statutory penalties, including PAGA penalties, arising anytime during the Class Period ("Class Release Period"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Release Period.

- 5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the PAGA Notices, and ascertained in the course of the Action, including PAGA penalties for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; and (x) failure to reimburse business expenses.

6. MOTION FOR PRELIMINARY APPROVAL

Plaintiff shall prepare, provide to Defense Counsel for review and input, and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals.

- 6.1. Defendants' Declaration in Support of Preliminary Approval. Within 30 calendar days of the full execution of this Agreement, Defense Counsel will deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, or that there are no such conflicts.
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, 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 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the

proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 90 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

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

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

7.4. Notice to Class Members.

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

- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Pay Periods (if applicable) 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 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. The deadlines for Class Members’ written objections, challenges to Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 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, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone in a good faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5. Requests for Exclusion (Opt-Outs).
 - 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid,

a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 - 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Class Workweeks and PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, as well as the Administrator's preliminary determination of the challenge. Defense Counsel and Class Counsel will meet and confer over the Administrator's preliminary determination of a challenge and if they do not agree, the dispute will be submitted to the Court whose decision will be final and binding.
- 7.7. Objections to Settlement.

- 7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 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 and 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, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval 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 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 the 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 Class Workweeks and/or PAGA 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. Administrator's Declaration. Not later than 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 the 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.

7.8.5. Final Report by Settlement Administrator. Within 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 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. **CLASS SIZE ESTIMATES.** Based on a review of its records as of May 15, 2024, Defendants estimate that there are 1,256 Class Members, 728 of whom also are Aggrieved Employees.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff 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"). Class Counsel shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel

will expeditiously meet and confer in person or by telephone, and in good faith, to attempt to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. 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 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. 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, including by making mutually acceptable changes to the Agreement in an effort to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in 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.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS

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

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

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

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data

provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17. 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 Plaintiff:

Edwin Aiwazian
Joanna Ghosh
Melissa LeBlanc-Mansell
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendants:

Blake R. Bertagna, Esq.
Paul Hastings LLP
695 Town Center Drive, 17th Floor
Costa Mesa, California 92626

- 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, by DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Action and the Appeal shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that

pursuant to Civil Procedure Code section 583.330 to extend the date to bring a case to trial under Civil Procedure Code section 583.310 for the entire period of this settlement process.

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated: December 20, 2024

By: 
GREGORY BRULE

CLASS COUNSEL:

Dated: December 20, 2024

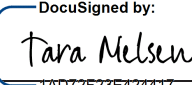
LAWYERS for JUSTICE, PC

By: 
MELISSA LEBLANC-MANSELL

Dated: December 20, 2024

DEFENDANTS:

SANTA CATALINA ISLAND COMPANY &
CATALINA ISLAND COMPANY

By: 
Tara Nielsen

DEFENSE COUNSEL:

Dated: December 20, 2024

PAUL HASTINGS LLP

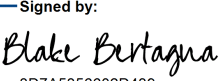
By: 
BLAKE R. BERTAGNA

EXHIBIT A

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

Gregory Brule v. Catalina Island Company, et al.
(Los Angeles Superior Court Case No. 24LBCV00582)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants Catalina Island Company and Santa Catalina Island Company (“Defendants”) for alleged wage and hour violations as well as claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

The Action seeks payment for alleged wage and hour violations that occurred during the “Class Period,” which means the period for identifying Class Members, which starts on February 29, 2020, and continues through _____, 2025, the date of preliminary court approval of the Settlement reflected in this Agreement.

“Class” means (a) all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California during the Class Period; and (b) all current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, who Plaintiff contends were misclassified as “exempt” and worked for Defendants within the State of California during the Class Period.

The Action also seeks penalties on behalf of Aggrieved Employees for alleged wage and hour violations that occurred during the “PAGA Period,” which means the period for identifying Aggrieved Employees only, which the period starts from December 26, 2022, and continues through _____, 2025, the date of preliminary court approval of the Settlement reflected in this Agreement.

Plaintiffs and Defendants have reached a proposed settlement under which you may be entitled to receive money. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, you worked a total of ____ class workweeks and ____ PAGA pay periods with Defendants, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.**

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

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

If you are a Class Member or an Aggrieved Employee as defined above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if eligible). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA claims listed in Section 10 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of your Payment Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked during the Class Period. The number of Class Pay Periods and/or PAGA Pay Periods you worked according to Defendants' records is stated above. If you disagree with either of this number, you must challenge it by _____.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee who worked for Catalina Island Company. The Action accuses Defendants of violating California labor laws by its alleged: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure

to timely pay wages owed upon separation of employment; (7) unlawful receipt or collection of wages; (8) knowing and intentional failure to comply with itemized wage statement provisions; (9) failure to keep requisite payroll records; and (10) failure to reimburse necessary business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff is represented by attorneys in the Action: Edwin Aiwazian, Joanna Ghosh, and Melissa LeBlanc-Mansell, and the law firm of Lawyers for Justice, PC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

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

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

1. Defendants Will Pay \$985,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and a payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants final approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions

from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$344,750 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 to Gregory Brule as a Class Representative Award for filing his lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,000 to the Administrator for services administering the Settlement.
- D. Up to \$180,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement"). Participating Class Members will receive their *pro rata* share of the Net Settlement Amount calculated according to the number of Class Workweeks worked by the Class Member during the applicable Class Period as compared to the total number of Class Workweeks worked by all Class Members.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member's payment of his/her/their *pro rata* share of the Net Settlement Amount to settlement of wage claims (the "Wage Portion"), and 80% of each Participating Class Member's payment of his/her/their *pro rata* share of the Net Settlement Amount to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendants will separately pay the employer payroll taxes owed on the Wage Portions. The Non-Wage Portions are not subject to tax withholdings. The Individual PAGA Payments also are for settlement of claims for penalties. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, the monies will no longer be available to you.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth the Class Member's name, present address, telephone number, and a simple statement of a desire to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will still receive an Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Class Pay Periods and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, or be part of another lawsuit against Defendants or their related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members, including those who also are Aggrieved Employees, will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; (x) failure to reimburse business expenses; (xi) violation of California's Unfair Competition Law under Business and Professions Code Sec. 17200; and (xii) all civil and statutory penalties, arising anytime during the Class Period ("Class Release Period"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Release Period.

10. PAGA Release by Non-Participating Class Members Who Are Aggrieved Employees. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Non-Participating Class Members who are Aggrieved Employees will be barred from asserting PAGA claims against Defendants, despite excluding themselves from the Settlement. This means that all Aggrieved Employees, who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA penalties for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; and (x) failure to reimburse business expenses ("PAGA Release Period").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$45,000 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Challenges to Number of Class Pay Periods and PAGA Pay Periods. You have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods attributed to you. You may challenge the determination and/or calculation by communicating with the Administrator via email or mail. You cannot appeal or otherwise challenge the Administrator's decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send payments by U.S. mail to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out), including those who also qualify as Aggrieved Employees. The Non-Wage Portion of the Individual Class Payment and the Individual PAGA Payment will be combined and paid in a single check.
2. Non-Participating Class Members. The Administrator will send by U.S. mail a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gregory Brule v. Catalina Island Company et al.*, Los Angeles Superior Court Case No. 24LBCV00582, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing on [date], Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, adequate and reasonable, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____url_____ or the Court's website _____url_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gregory Brule v. Catalina Island Company, Los Angeles Superior Court Case No. 24LBCV00582*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time)____ in Department S27 of the Los Angeles Superior Court, located at the Governor George Deukmejian Courthouse, 275 Magnolia, Long Beach, CA 90802. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. You can read the Agreement, the Judgment or any other Settlement documents by going to the Administrator's Website _____url_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24LBCV00582. You can also make an appointment to personally review court documents in the Clerk's Office at the Governor George Deukmejian Courthouse by calling (562) 256-3100.

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

Class Counsel:

Name of Attorney: Edwin Aiwarzian, Joanna Ghosh, Melissa LeBlanc-Mansell

Email Address: edwin@calljustice.com; joanna@calljustice.com;
m.leblanc@calljustice.com

Name of Firm: LAWYERS for JUSTICE, PC

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, California 91203

Telephone: (818) 265-1020

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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